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ABSTRACT

The collective bargaining agreement between Fairleigh Dickinson University, and the university's chapter (495 members) of the American Association of University Professors (AAUP) covering the period November 5, 1984-August 31, 1986 is presented. Items covered in the agreement include: nondiscrimination, base salaries, promotion increments, summer and intersession salaries, overload salaries, pension and retirement plan, insurance benefits, tuition grants, early retirement, sabbatical leaves, other leaves with pay, unpaid leaves of absence, salary increases and return from leave, academic load, load adjustment, overload, college advising and other college service, funded research, non-university employment, faculty responsibilities and obligations, academic ranks, terms of appointment, dismissal of faculty on tenure or on special or probationary appointment before the end of a specified term, procedures for imposition of sanctions other than dismissal, faculty personnel files, campus facilities, information on insurance, department governance, the campus calendar, college governance, university senate, grievance and arbitration procedures, research and travel, university commission and financial exigency, security of employment, union privileges, and merger and expansion. Appendices include AAUP forms for such things as sabbatical requests and information for specific colleges/institutes. (SW)

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PREAMBLE

The purpose of this Agreement is to provide the parties with a collective bargaining agreement which seeks to maintain a program of quality education

by setting forth specific procedures which the parties believe provide for effective faculty participation in certain decisions affecting the welfare of Fairleigh Dickinson University;

by assuring fair and reasonable compensation and conditions of employment as set forth in this Agreement; and

by providing techniques and procedures for the peaceful adjustment of disputes, should they arise.

To this end, the parties have, through their respective representatives, negotiated this Agreement as follows:

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 "UNIVERSITY": Fairleigh Dickinson University, a private and independent institution of higher education located principally within the State of New Jersey.

1.2 "COUNCIL" or "AAUP": The Fairleigh Dickinson University Council of American Association of University Professors Chapters.

1.3 "ADMINISTRATION": The President, Vice Presidents, and such other administrative officers as may be appointed by the Board of Trustees, by the President, or, by delegation of the President, by the Vice Presidents.

1.4 "MEMBERS OF THE BARGAINING UNIT": The full-time faculty as set forth more fully in Section 2.2 of this Agreement, hereinafter also referred to as "members."

1.5 "BARGAINING UNIT": Unit of faculty as described in Section 2.2 of this Agreement.

1.6 DIGITAL REFERENCE: Whenever reference is made to a section with two digits, that reference shall include the subsections thereunder which contain three digits (e.g., reference to Section 4.1 shall include material under 4.1 and under subsections 4.11 through 4.13).

1.7 GENDER AND NUMBER: The masculine shall include the feminine and the singular shall include the plural where the context so permits or requires.

1.8 "ACADEMIC SEMESTER": The Fall or Spring Semester.

1.9 "CONTINUING FACULTY MEMBER": In any given academic year, a member of the bargaining unit who achieved full-time status on or before March 15 of the preceeding academic year.

ARTICLE 2

RECOGNITION OF COUNCIL

2.1 Fairleigh Dickinson University hereby recognizes for the term of this Agreement the Fairleigh Dickinson University Council of American Association of University Professors Chapters as the exclusive collective bargaining representative of all full-time faculty members in the unit described below, for the purpose of collective bargaining with respect to terms and conditions of employment.

2.2 The unit covered by this Agreement, as defined in the "Certification of Representative" issued by the National Labor Relations Board on September 26, 1977, in Case No. 22-RC-7198, consists of:

> "All full-time faculty members employed by the Employer at its New Jersey campuses including the faculty of Edward Williams College located at the Teaneck Campus, professors emeriti, adjunct professors and department chairmen, but excluding part-time faculty members, visiting professors, all officers and officials primarily engaged in administrative functions, librarians, laboratory personnel exclusively engaged in laboratory work, all supervisors as defined in the Act, guards and all other employees."

ARTICLE 3

NON-DISCRIMINATION

Both parties agree, to the extent they have any responsibility or authority, that no applicant for employment for a position within the bargaining unit or member of the bargaining unit shall, with respect to any terms or conditions of employment, be discriminated against by reason of race, creed, color, national origin, sex, marital status, handicap, or, to the extent not otherwise inconsistent with the other terms, conditions, or responsibilities of this Agreement, membership or non-membership in any labor organization (including the AAUP), any lawful political affiliation, or on the basis of age. Further, the parties agree to comply with the affirmative action requirements of Presidential Executive Order 11246.

ARTICLE 4

SALARY

4.1 Base Salaries.

4.11 Effective September 1, 1985 (July 1, 1985 for twelve-month faculty) the base salary of each continuing member of the bargaining unit shall be increased by 3% of the member's 1984-85 base salary.

4.12 Promotion Increments. During each year of this Agreement, members of the bargaining unit promoted to a new rank as of September 1 shall receive additional increases in their base salaries in accordance with the following schedule:

Promotion to	Increment
Assistant Professor	$ 550
Associate Professor	650
Professor	800

Promotion increments for faculty members on twelve-month appointments shall be 1.2 times the amounts specified above.

4.2 Summer, Intersession and Overload Salaries.

4.21 Summer and Intersession Salaries. During the term of this Agreement members of the bargaining unit who teach in Summer Session or Intersession during fiscal year 1985-86 shall be compensated for such teaching at the semester contact hour rates specified in the following schedule:

Undergraduate Courses	$ 365
Graduate Courses	412

4.22 Overload Salaries. During FY 85-86, members of the bargaining unit who teach overload under the provisions of Section 7.3 shall be compensated for such teaching at the rate of $274 per undergraduate semester contact hour and $336 per graduate semester contact hour.

4.3 Rank Minima. During 1982-83 and 1983-84, minimum salaries for members of the bargaining unit shall be as follows:

	1982/83	1983/84
Instructor	$15,212	$15,973
Assistant Professor	18,386	19,305
Associate Professor	23,280	24,444
Professor	27,777	29,166

For faculty members on twelve-month appointments, the minima shall be 1.2 times those specified above.

4.4 Other Compensation.

4.41 Supplementary Load. The compensation rates per student credit hour of Supplementary Load, Section 7.41(b), shall be $45 for each undergraduate student credit hour and $50 for each graduate student credit hour.

4.42 College Advising. The compensation rate per hour for College Advising, Section 7.5, shall be $12.

4.43 Other compensation items may be found in Section 7.44, Compensation for Unusual Service and in Section 7.45 Compensation for Off-Campus Teaching Assignments.

4.5 School of Dentistry.

4.51 Rank Minima. The rank minima for faculty in the School of Dentistry on ten (10) month, eight (8) session appointments (excluding dental auxiliary faculty who are subject to the general University rank minima) shall be as follows:

	1982/83	1983/84
Instructor	$16,666	$17,499
Assistant Professor	19,974	20,973
Associate Professor	25,528	26,804
Professor	31,348	32,915

Minima for twelve (12) month appointments shall be 1.2 times the minima above. Minima for nine (9) or ten (10) session appointments shall be 1.125 or 1.25 times the appropriate minima.

4.6 For faculty members on twelve (12) month appointments, all salary increases provided for in this Article shall become effective as of July 1 of the fiscal year of the increment.

ARTICLE 5

EMPLOYEE BENEFITS

5.1 Pension and Retirement Plan.

5.11 Participation. Faculty members may begin participation in the Retirement Plan on January 1 or July 1 following completion of twelve (12) months of continuing full-time contractual service. Faculty who elect not to participate when initially eligible may begin to participate on January 1 or July 1 of any subsequent year provided they qualify under the Plan. Faculty members who the University has determined meet or will meet the requirements for a year of service and who own regular retirement annuity contracts issued by TIAA or CREF under terms of another institution's retirement plan, or who are participating in a retirement plan approved by the University, will be permitted to participate in this Retirement Plan immediately upon employment through application for such consideration to the Plan Administrator, notwithstanding the one (1) year of service requirement set forth above. Further eligibility requirements and definitions are set forth in the Retirement Plan which shall not be altered without the express written consent of the Parties. A copy of the Retirement Plan will be provided to members upon written request to the University Personnel Department.

5.12 Contribution Methods. Plan contributions by participating members will be deducted from base salary payments or, if elected by the participant, will be made on a tax-deferred basis under an agreement for salary reduction executed in accordance with Section 403(b) of the Internal Revenue Code. Details and limitations may be found in the Retirement Plan.

5.13 Contribution Levels. Contributions under the Retirement Plan will commence and be continued when the University has determined that the member who has elected to participate has met or will meet the requirements for a year of participation, except in periods in which no salary is paid, in accordance with the following schedule which specifies plan contributions as a percentage of base salary:

	Member	University	Total
Through 3 Years	5%	8%	13%
4th Year and over	5%	11%	16%

The University shall permit members who elect to contribute on a tax-deferred basis to make additional contributions to the pension plans specified in Section 5.14 to the extent permitted by the Internal Revenue Code subject to reasonable limitations to be approved in writing by the parties to the Agreement.

5.14 Pension Plans. Faculty members shall have the option of participating in any or all of the following plans at ratios which they specify annually:

(a) The TIAA/CREF Retirement Plan which became effective as of July 1, 1976 and which is hereby incorporated by reference in this Agreement.

(b) The TIAA/CREF Tax Deferred Annuity (TDA) plan currently in force.

(c) One of the retirement plans approved by the AAUP and the University as an alternative to the TIAA/CREF Retirement Plan.

5.15 Repurchase. The University shall permit faculty to exercise any and all repurchase options permitted by the pension plan(s).

5.2 Insured Benefits. The University shall provide the following insured benefits to all eligible members and their dependents under the terms and conditions of the appropriate insurance contracts.

5.21 Hospitalization. The University shall bear the cost for enrolled members at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment.

5.22 Medical/Surgical and Major Medical. The University shall bear the cost for the enrolled member at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. Eligibility commences on the first day of the month following thirty (30) days of employment.

5.23 Prudential Non-contributory Life Insurance Plan. The University shall bear the premium for an enrolled member's coverage for an amount of life insurance equal to one times (1x) the member's base annual salary (Base annual salary represents salary exclusive of overtime and other forms of additional pay.) adjusted to the next higher multiple of $500, if not already a multiple thereof. (The amount of life insurance for enrolled members age 65 and over shall be 66 2/3% of the amounts determined above.)

If, on August 31, 1972 an enrolled member was insured under the then existing plan for an amount of non-contributory insurance which was greater than the amount for which the member was eligible on

September 1, 1972, the member shall retain such higher amount of non-contributory insurance until such amount decreases in accordance with a schedule provided for in the contract held by the previous carrier and such amount equals the member's base annual salary.

Eligibility commences on the day a member begins full-time employment at the University.

5.24 Contributory Life Insurance Plan. Enrolled members may elect coverage for an additional amount of life insurance equal to one times (1x) or two times (2x) the member's base annual salary (Base annual salary represents salary exclusive of overtime and other forms of additional pay.) adjusted to the next higher multiple of $500, if not already a multiple thereof (The amount of life insurance available for enrolled members age 65 and over shall be 66 2/3% of the amounts determined above. Contributions are adjusted accordingly.), with such member bearing the premium cost for such coverage.

Eligibility commences on the day a member begins full-time employment at the University.

5.25 TIAA/CREF Long-term Disability Insurance. Long-term disability insurance shall continue to be available in its present form and amounts. The University shall bear three-quarters (3/4) of the premium cost for enrolled members, with the balance paid by the member. For participating members with eight (8) or more years of continuous full-time service, the University shall bear the entire cost.

Eligibility for participation shall commence on the thirty-first day following a member's full-time appointment to the University.

5.26 Dental Insurance Plan.

(a) Effective January 1, 1983, the University shall offer to eligible University members a Dental Insurance Plan covering Preventive Services, Basic Services and Major Services (excluding Orthodontics) as set forth in the Dental Insurance Plan Memorandum of Agreement. The University shall bear the cost for enrolled members at the rate of 100% of member coverage and 50% of dependent coverage, if the latter is elected by the member. If dependent coverage is elected, the member shall bear the cost of the remaining 50% of the premium for such coverage. There shall be no changes in the Plan, to the extent it affects members covered by this Agreement, during the life of this Agreement, except with the express written consent of both parties

(b) A complete description of the Plan shall be made available to faculty members by the University Benefits Department upon written request. Services eligible for reimbursement include: Preventive Services (e.g. oral examinations, prophylaxis, fluoride treatments and certain x-rays); Basic Services (e.g. extractions, fillings, oral surgery, anesthesia, endodontics, root canal therapy, space maintainers and denture repairs); and Major Services (e.g. Inlays, Crowns, Bridges, Dentures, and Prosthodontics). Orthodontics are not eligible. There is an annual deductible of $50 applicable to eligible dental charges for Basic and Major services. There is no deductible applicable to Preventive services. The deductible must be satisfied once each calendar year by each participant except that the deductible must only be satisfied twice for any given family. During any calendar year the maximum benefit under the Plan to each participant shall be $1,000. The reimbursement rate shall be 100% for Preventive services, 80% for Basic Services and 60% for Major services based upon current reasonable and customary charges. There is a predetermination of benefits clause that applies to proposed non-emergency treatment that will cost more than $300.

Eligibility commences on the first day of the month following thirty (30) days of employment.

5.3 Tuition Grants.

5.31 The University shall continue its present practices for providing tuition grants to members and their eligible dependents.

5.32 If a full-time faculty member on continuing contract with five (5) or more years of full-time service goes on medical leave, retires or dies while under contract, his eligible dependents shall continue to enjoy the same tuition grant privileges as are extended to dependents of full-time faculty covered by this Agreement.

5.4 Each fall the Administration shall inform the faculty of:

(a) All benefits available under each subsection of this Article.

(b) The principle limitations and exclusions.

(c) The discretionary options available.

(d) All deadlines, including those pertaining to applications for options, benefits, and inclusion of dependents.

The foregoing shall be in the form of a summary. Additional supplemental information will be made available upon specific individual request to the University Personnel Department.

5.5 Early Retirement. The parties concur that it may be of mutual benefit to the faculty and the University for certain faculty to leave the employ of the University before their normal retirement age of seventy (70). The parties agree to continue to search jointly for methods of achieving this objective.

ARTICLE 6

LEAVES OF ABSENCE

6.1 Sabbatical Leaves. The parties agree that sabbatical leaves are among the most important means by which a faculty member's teaching effectiveness may be enhanced, his scholarly usefulness increased, and the University's academic program strengthened or developed. The major purpose shall be to provide an opportunity for continued professional growth or for new, or renewed, intellectual achievement. Sabbaticals may also be appropriate for projects of direct benefit to the University and for public or private service outside the University.

6.11 A member of the bargaining unit shall become eligible to take a sabbatical leave beginning in the seventh year of continuous full-time service at the University and every seventh year following the year in which the previous sabbatical was taken. A faculty member shall not be granted a sabbatical leave which would take place during a retirement or terminal appointment.

6.12 For members on an academic year appointment, a sabbatical leave may be for one semester at full salary or for two semesters at half salary, at the member's option. For members on a twelve-month appointment, the sabbatical leave may be for six months at full salary or for one year at half salary, at the member's option.

6.13 Based upon individual negotiation and without precedential value, a limited number of sabbatical leaves with remuneration up to full salary for a full year may be made available at the discretion of the Administration and subject to the following provisions:

(a) These sabbaticals are for faculty members who submit a plan for retraining which would lead to permanent reassignment from an area where their services are no longer required or, in the future, may no longer be required to a discipline where additional faculty are needed. The potential receiving department shall be consulted with respect to both the proposed retraining plan and the reassignment. In addition, the University will consider funding a portion of verified educational cost.

(b) In addition, when other significant needs for reassignment exist, as defined by the University, applications from faculty members not normally eligible for sabbatical leave may be considered.

(c) Faculty members receiving additional financial support beyond that ordinarily provided for faculty on a sabbatical leave will be required to extend their commitment to return to full service at the University for a period of at least one year and possibly longer if requested by the University at the time the leave is negotiated. Terms and conditions of retraining or reassignment sabbatical leaves which provide supplemental financial support shall be reduced to writing and a copy of such Memorandum of Agreement shall be forwarded to the AAUP. The selection of individuals who receive supplemental financial support as described hereinabove, as well as the terms and conditions to be established in each individual case, shall not be subject to the grievance procedures outlined elsewhere in this Agreement. Failure on the part of either party to maintain the terms of the Memorandum of Agreement shall be considered the basis for a contractual grievance.

(d) The process and procedures of Articles 10 and 11 shall not apply. The Administration shall develop appropriate procedures, including time considerations, for applications submitted under this Section.

6.14 The process of approval of sabbatical leaves shall continue according to present policies and as set forth in Articles 10 and 11.

(a) The application for a sabbatical leave shall include a statement of the applicant's plans for the leave in sufficient detail to permit the participants in the faculty status process to make a reasonable judgment regarding the merits of the proposal.

(b) Granting of sabbatical leaves shall be made in a manner which minimizes the dislocation to the member's department. The parties to this Agreement agree that it is not good practice to have a disproportionate number of the faculty in a department on leave at the same time.

(c) No member shall receive more than one (1) sabbatical in any given six (6) year period, except at the discretion of the Vice President for Academic Affairs.

6.15 A faculty member may apply for a sabbatical leave in the fall of the academic year either one or two (early application) years preceding the year in which the leave is to be taken. Either application must be made according to the deadlines in Appendix A. A faculty member whose early application is approved shall either confirm or describe changes in the sabbatical plans in writing to the College Dean by February 1 of the academic year preceding the

academic year in which the sabbatical is to be taken. If the Dean, after consultation with the Department Chairperson, determines that the plan has changed significantly, the Dean may initiate a formal re-evaluation of the sabbatical through the faculty status process which review shall be completed no later than March 30.

6.16 A faculty member on sabbatical leave may accept remuneration primarily intended to defray costs of research, travel, and incremental living expenses.

6.17 A report on the activities of the faculty member during the leave shall be submitted to the Department Chairperson and to the colleagues in his discipline no later than the end of the first semester following his return. A copy shall be placed in the member's personnel file and a copy forwarded to his College Dean. It is expected that appropriate oral presentations will also be made to colleagues and students. It is agreed that the achievements of prior sabbatical leaves are directly relevant and shall be reviewed when subsequent applications for sabbatical or scholarly leave are submitted.

6.18 Once a sabbatical leave is granted, a faculty member may waive it, but may not delay it beyond the academic year for which it is granted. Under such circumstances another application must be made.

6.19 Return from Sabbatical Leave.

(a) Faculty members on academic-year appointments who are on a semester sabbatical may teach during the Intersession and/or Summer Sessions. Faculty members on academic-year appointment who are on a two-semester sabbatical may teach during the Summer Sessions.

(b) The member obligates himself to remain in the employ of the University for a period equal to that of the sabbatical leave, after completion of such leave.

6.2 Other Leaves With Pay. A leave of absence with pay is a leave during which a member is not required to perform his regular University duties, but during which he receives all or part of his normal compensation.

6.21 Medical Leaves.

(a) A member who is unable to work because of illness or disablement for one or two days must notify his Department Chairperson (or equivalent) at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the absent member in his teaching assignments

without receiving additional compensation, and in this regard the Department Chairperson shall make every effort to arrange for such substitutes. Where this is not possible, the member will be expected to make up any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this Section with discretion in order that there be no dislocation to the academic program or inconvenience to his students and faculty colleagues.

(b) A member who is unable to work for more than one (1) week because of illness or disablement shall be granted a leave of absence in accordance with the following procedures:

(1) The member shall notify or cause the Department Chairperson (or equivalent) and the University Personnel Department to be notified of the member's illness or disablement as promptly as possible and shall provide the Department Chairperson (or equivalent) with a physician's certificate indicating the date of inception, nature, and estimated duration of the illness or disability within two (2) weeks. The Department Chairperson shall notify the College Dean of the illness or disablement. The two (2) week notification period cited above may be extended in emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). When a faculty member knows in advance of an expected absence due to temporary disablement, the member shall notify his Department Chairperson (or equivalent) of this fact at once and may continue to work provided he is physically able to perform his duties adequately and safely. The Department Chairperson shall transmit such notification received to the College Dean upon receipt by the Chairperson.

(c) The member shall receive an amount equal to the difference between the temporary disability insurance payments to which the member is entitled and the member's full or partial salary payment pursuant to the schedule set forth below for a cumulative period not to exceed the following limits in any one (1) academic year:

(1) One month's full salary for a member in the first year of service at the University;

(2) Four months' full salary for a member in the second year or more of service at the University. Members in their second or more years of continuous service at the University shall be entitled to receive 80% of their base salary for an additional period of leave up to two

(2) months for any academic year. Should such a leave begin in one academic year and extend into the succeeding academic year, the member shall continue to be paid in the subsequent academic year to the extent of the remaining entitlement under the foregoing formula. Such formula shall not be reapplied for the same illness or disability until the member has resumed normal full-time duties for a period of thirty (30) consecutive days. When a member becomes eligible for receipt of payment under Long Term Disability Insurance, the member is no longer eligible to receive payment from the University.

(d) Upon submission of medical evidence of need to the member's Department Chairperson, and by the Department Chairperson to the College Dean, a medical leave may be extended without pay for an additional period of up to one (1) year.

(e) During an unpaid medical leave of absence, the University shall continue to pay its required premiums for the insured benefits elected by the member. It shall also pay the member's required premiums for dependent coverage if such coverage was in force prior to the medical leave.

(f) Upon return from leave, the member shall submit to his Department Chairperson a physician's statement certifying that the member has recovered and can resume his normal duties without restriction. This statement shall be transmitted by the Chairperson to the College Dean. The University may, at its option, refer the member to a mutually acceptable physician for an examination prior to the member's resumption of his duties. The findings of such physician with regard to the member's ability to return to work shall be conclusive.

(g) In the event a member continues to be disabled after being on medical leave for eighteen (18) months, the University's obligation under Paragraph (e) above shall cease. Such member shall be deemed to be either on "indefinite medical leave with recall rights" or on "indefinite medical leave."

The status of being on "indefinite medical leave with recall rights" shall apply to tenured members who are medically disabled and who have exhausted medical leave privileges. Such members shall have the right of reinstatement to full-time status with their last rank and tenure, provided an authorized vacancy exists in their department and they comply with Paragraph (f) above. The status of being on "indefinite medical leave" shall apply to non-tenured members who are

medically disabled and who have exhausted medical leave privileges. Such members may be reinstated at their last rank if such reinstatement is recommended through the appropriate procedures outlined in Section 10.4 of this Agreement and they comply with Paragraph (f) above.

(h) Medical leave in excess of six (6) months shall not be counted toward the probationary period for tenure.

(i) The provisions of this Section shall apply in all respects to a member's temporary illness or disablement caused or contributed to by pregnancy, childbirth, and/or recovery therefrom.

6.22 Maternity Leaves of Absence. In cases where no temporary illness or disablement is caused or contributed to by reason of childbirth, maternity leave with pay, in accordance with this Section, shall be granted for a reasonable period of time, not to exceed one (1) month following delivery.

6.23 Personal Emergencies.

A member who, as a result of a personal emergency, is unable to work for one or two days must notify his Department Chairperson (or equivalent) at once of the reason for his absence and its estimated duration. It is expected that, as a matter of professional courtesy, faculty colleagues will substitute for the affected member in his teaching assignments without receiving additional compensation, and in this regard the Department Chairperson shall make every effort to arrange for such substitutes. The Department Chairperson shall notify the College Dean of the absence and of the arrangements made to cover or make up the class time.

Where it is not possible for faculty colleagues to substitute, the member will make up any missed classes as soon as possible upon his return to work. It is expected that the faculty member will exercise the benefit described in this Section with discretion in order that there be no dislocation to the academic program and minimal inconvenience to his students and faculty colleagues.

6.24 Jury Duty. A member who must be absent from his regular duties by reason of jury duty shall receive compensation from the University equal to the difference between his regular University compensation and the amount he receives for serving. The University shall continue payment of premiums for insured benefits and pension contributions based upon the member's full salary. The faculty member shall make every effort to fulfill his jury duty obligation at such time as not to interfere with his teaching responsibilities.

6.25 Short-Term Professional Leaves. A short-term professional leave of absence with full pay for a cumulative period up to one (1) month for outside professional activities related to University responsibilities may be approved at the sole discretion of the Vice President for Academic Affairs (or his designee) upon the recommendation of the member's Department Chairperson, Department Status Committee (DSC), and College Dean.

6.3 Unpaid Leaves of Absence.

6.31 Unpaid Leaves of Absence shall fall into two categories:

(a) Scholarly Leaves; and
(b) Personal Leaves.

A scholarly leave may be granted only on the basis of evidence that the activity to be undertaken during such leave will significantly enhance the professional and scholarly qualifications of the member. Scholarly leaves may not be granted to faculty members on continuous tenure appointments for the purpose of pursuing graduate studies leadirg to a terminal degree in the member's primary discipline or in another discipline when that will benefit the University.

A personal leave is a leave which is not a scholarly leave and which is granted for matters of a non-medical nature of such significance as to warrant a member's absence from his faculty responsibility.

6.32 Eligibility. To be eligible for a scholarly or personal leave without pay, a member must have completed two (2) years of continuous full-time service at the University. This eligibility requirement may be waived at the discretion of the Vice President for Academic Affairs (or his designee).

6.33 Application for Leave. Such scholarly or personal leaves require the recommendation of the member's department and College Dean and the approval of the Vice President for Academic Affairs (or his designee). Applications shall be filed not later than March 1 or November 1, preceding the semester in which the leave is to be taken. These dates may be waived under emergency or unusual situations at the discretion of the Vice President for Academic Affairs (or his designee). Applications for leave shall include the following information: (a) the purpose of the leave; (b) the duration of the requested leave; and (c), in the case of a request for scholarly leave, evidence that the activity to be undertaken during the leave will significantly enhance the professional and scholarly qualifications of the member.

6.34 Those reviewing the application for personal and scholarly leave shall base their review on:

(a) whether the granting of the requested leave will have a seriously adverse effect upon the department; and

(b) in the case of a scholarly leave, whether the purpose of the leave is sufficiently scholarly to qualify it as a scholarly leave as described in Section 6.31.

The College Dean shall transmit the department recommendation, together with his own recommendation in the matter, to the Vice President for Academic Affairs (or his designee). The Vice President (or his designee) shall grant the requested leave unless he concludes, on the basis of the recommendations received, that the granting of the leave will have a seriously adverse effect on the department.

6.35 Scholarly or personal leaves shall normally be for periods not to exceed one (1) semester. Under exceptional circumstances, such leave may be extended for up to an additional one and one half (1 1/2) years. Application for such extension must be made at least sixty (60) days before termination of the original leave and shall be processed in accordance with the provisions of Sections 6.33 and 6.34. Failure to return to employment upon termination of such extended leave shall constitute voluntary termination of employment at the University.

6.36 During an approved personal leave, a member may exercise the option of continuing all insured benefits normally provided him by the University by paying all of the required premiums for such benefits. A member wishing to exercise this option must notify the office of the Vice President for Academic Affairs of this fact and must make monthly payments for the cost of the required premiums by check payable to Fairleigh Dickinson University and forwarded to the Employee Benefits Department, Rutherford Campus. It is understood that failure to make such payments on a regular basis will result in loss of such benefits. During an approved scholarly leave, the University shall continue to pay its required premiums for the insured benefits elected by the member, and the member shall be required to pay his required premiums for dependent coverage. Such payments shall be made as described hereinabove. It is understood that the University's obligation to make its required premium payments is limited to the member's elected coverage to the extent that equivalent coverage is not received elsewhere by the member during his leave.

6.4 Salary Increases and Return from Leave.

6.41 The base salary of a member on leave under any of the provisions of this Article, except those on "indefinite medical leave," on "indefinite medical leave with recall rights," and on "personal leave" of more than one (1) semester, shall be augmented by all general increases which he would have received had he not been on leave.

6.42 Upon return from any leave described in this Article, the member shall resume his position with all rights and benefits restored.

6.5 Activities During Leave. A faculty member on any leave of a semester or more may not serve in an official capacity on any department, college, campus, or University committee while on such leave. In such cases, the faculty member shall be replaced for the duration of the leave according to the procedures of Paragraph 14.22 (g). A faculty member on leave may be a candidate for a position whose term will commence when he returns from leave. However, a faculty member on leave for a semester or more may not vote in department, college, campus, and University elections during such leave.

ARTICLE 7

FACULTY WORKLOAD

7.1 Academic Load. While the "teaching load" of a faculty member may be described in terms of the hours assigned in the classroom, laboratory, clinic, and studio, the parties recognize that the workload of a faculty member is more aptly described by the term "academic load," which embraces a much broader range of activities, including formal and informal instruction, tutorials, advisement and counseling of students, original research, preparation of new courses, and service in the various agencies of governance.

7.11 Teaching Load. The basic teaching load per semester for members of the bargaining unit shall be twelve (12) credit hours or thirteen (13) contact hours per semester, the latter applying to a teaching schedule containing laboratory or similar assignments in which the number of contact hours in a given course exceeds the number of credits assigned to that course. Practices with respect to teaching load in those units of the University which presently have teaching loads derived on a basis different from that stated above shall continue as at present, e.g., School of Dentistry and Doctor of Education Program. Load practices with respect to studios, physical education, and coaching shall continue as at present. A contact hour shall be defined as fifty (50) minutes of instructional activity.

7.12 Class Size and Scheduling. The University and the AAUP concur that excessive class sizes should be avoided, consistent with the role of the University as a center for excellence in teaching. The University and the AAUP concur further that the objective of effecting needed economies is not inimical to the preservation of an atmosphere conducive to effective teaching.

In the determination of minimum and maximum class sizes and in the scheduling of courses, the following factors should be taken into account by the faculty and the Administration:

(a) The educational format of the course, and the relationship between course format and minimum and maximum numbers of students.

(b) The possibility that the number of students can be increased through changing the course format, as from a recitation course to a lecture course.

(c) The commitment to the students to offer a reasonable number of electives pursuant to their curriculum and to offer the courses required of the curriculum with sufficient frequency to assure completion of graduation requirements within the prescribed period.

(d) The possibility of offering courses on an annual basis where they have been offered on a semester basis, and the possibility of offering courses on a biennial basis where they have been offered annually.

(e) Both parties endorse the objective of a University-wide average class size of twenty-five students as identified by the Report of the University Commission, Phase II, November 24, 1975, pp. 12-13, with full recognition that movement toward this objective shall be gradual, shall not preclude the continued offering of small classes where academically appropriate and shall be accompanied by the University seeking other means of achieving necessary economies so as to minimize any negative impact on the academic program.

(f) The recognition that financial viability requires a reasonable relationship between the number of credit hours of enrollment within a department or college and the number of course sections offered by that unit.

7.13 Maximum and minimum enrollments for each course offered by a department or equivalent unit shall be determined as follows:

(a) The College Educational Planning Committee shall develop a plan for course enrollment which takes into account academic and programmatic needs, existing and projected enrollment patterns, staffing patterns, and the need for operating efficiency. In tri-campus colleges, consideration shall be given to campus differences.

(b) In submitting its course requests to the College Dean for the forthcoming academic semester, each department shall take into account the college plan cited above, balancing section sizes, reducing course offerings where appropriate, and alternating the offering of low-enrollment courses in such a way as to remain within the ranges established by the College Educational Planning Committee, as approved by the College Dean.

(c) The plan developed by the College Educational Planning Committee shall be submitted to the College Dean. If, in the judgment of the Dean, changes are required, the Dean shall submit recommendations for such changes to the Committee. Upon final approval by the College Dean of an acceptable plan, recommendations made by the department shall usually be accepted by the Dean, provided that they are within the plan.

(d) If the College Dean does not agree with any such recommendations, the Dean shall confer with the Department Policy Committee (DPC). If the College Dean is still in disagreement with the recommendation of the DPC, the Dean shall indicate reasons in writing, making a final determination.

(e) If during the registration process, the Department Chairperson (in consultation with the DPC, as members may be available, and with the faculty member involved, if available) wishes to exceed the maximum enrollment limit in a specific course, the Dean may do so at departmental discretion. If during the registration process, the Department Chairperson (in consultation with the DPC, as members may be available, and with the faculty member involved, if available) wishes to alter the minimum enrollment in a course, the Chairperson may appeal to the College Dean, stating reasons for the change. The College Dean shall make a determination.

(f) If actual registration exceeds the established maximum limit significantly, the Department Chairperson may, with the approval of the College Dean, divide that course into multiple sections.

(g) Present practices with respect to the granting of additional teaching load credit in lecture sections with high enrollment shall be continued.

7.14 Number of Preparations.

(a) The number of separate course preparations in any given semester shall not ordinarily exceed three (3), except in cases where multiple sections are not available within the department or discipline, where the faculty member voluntarily accepts more, or where the faculty member accepts and receives an overload assignment. Independent study courses, internship mentoring assignments, honors program mentoring, graduate thesis advisement, or similar courses of individual instruction shall not be counted as separate course preparations for the purposes of this Section. All course preparations for different sections of the same course during a semester shall be deemed a single course preparation.

(b) Where preparations of courses new to the faculty member are involved, other than those or similar courses of individual instruction cited in Paragraph (a) above, a serious effort shall be made to limit the total number of course preparations in the relevant semester, consistent with the academic program, the availability of multiple sections, and the staffing situation in the faculty member's department or equivalent unit.

(c) Under ordinary circumstances, a faculty member shall be expected to prepare no more than one (1) new course in a given semester, other than those or similar courses of individual instruction cited in Paragraph (a) above. The foregoing limitation shall not apply to a faculty member in his first year of service, for whom every preparation may be construed as new. In such cases, an effort shall be made to limit the number of separate preparations.

7.15 Student Advising. Faculty members shall advise a reasonable number of students as equitably assigned by their department or equivalent unit in consultation with the College Dean.

7.2 Load Adjustment. If a faculty member cannot reasonably be scheduled for a full load in the member's primary department then the following provisions for load adjustment may be applied.

7.21 Voluntary load adjustment may be used to complete a faculty member's normal academic year teaching load at a unit, college, or campus other than that of the member's primary assignment. Such voluntary load adjustment may include the use of an Intersession, a Summer Session, or another regular semester to balance the underload. The parties encourage the use of this technique on an informal basis to deal with occasional, temporary or individual situations. Department Chairpersons and College Deans shall determine the availability of courses which are appropriate in terms of discipline and scheduling for this purpose in each particular case.

7.22 In the event that the foregoing voluntary adjustment is not accepted by the faculty member or otherwise cannot resolve the problem, the procedures and priorities set forth in Section 18.4 and 18.5 for the reassignment of the member shall apply. However, no involuntary reassignment determined under this Section can remain in effect for more than four (4) semesters in any three (3) year period after the faculty member objects in writing in which case Sections 18.2(a), 18.3, 18.4 and 18.5 shall be applied to determine the appropriate assignment. Alternately, Article 18 in its entirety may be used to determine the appropriate course of action.

7.23 In programs that have specifically designed and approved intensive summer programs which include the responsibilities specified in Section 7.9, faculty teaching such a summer semester may, with prior approval by the College Dean and the Vice President for Academic Affairs (or his designee), be permitted to use the summer teaching load in lieu of part or all of the teaching load in either the fall or spring semester of the immediately preceding or following academic year.

7.3 Overload.

7.31 Full-time faculty members shall be given preference over part-time faculty in available courses for which they are qualified and which exceed the normal teaching load capacity of the full-time members of the department or equivalent unit. Teaching in such circumstances shall be considered overload. Although weekend college assignments may be regarded as part of the regular load, when they do constitute overload, the full-time faculty shall be given preference over part-time faculty in available courses for which they are qualified.

7.32 Overload assignments shall be made by the Department Chairperson in consultation with the Department Policy Committee. Assignments of overload may be made only with the permission of the affected faculty member.

7.33 Overload shall not exceed three (3) contact hours or one (1) course, whichever is greater, per academic year, without the specific prior approval of the College Dean.

7.34 No faculty member may combine released time and overload without the approval of the College Dean.

7.35 Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of overload.

7.36 Professional Development Leaves

(a) Faculty members shall be permitted to teach overload or summer session courses, as courses are available, on an uncompensated basis and accumulate such uncompensated teaching on a semester-by-semester basis as "Professional Development Leave Credits," under the conditions described in Section 7.36 (c). When a faculty member has accumulated sufficient contact hours of professional development leave credits (12 or 13 credits), he shall be permitted to have a semetster leave (Professional Development Leave) subject to staffing requirements of the department and the policies and procedures described below.

(b) A faculty member may be eligible for one such Professional Development Leave every seven (7) years. The number of such leaves per college during any semester shall not exceed 5% of the full-time faculty of the college.

(c) The main purpose of a Professional Development Leave is to provide faculty with an opportunity to participate in intensive research or creative activity appropriate to the faculty member's discipline; thus, the major criterion for approval of such a leave is the benefit to the faculty member and the University as a result of the proposed research or creative activity. Such leave shall be subject to the faculty status review process for sabbatical leaves; such review and approval must have been completed before the faculty member may be allowed to accumulate Professional Development Leave credits. The application shall include a projected date for the leave. In considering the application for a Professional Development Leave, the faculty status process shall give great weight to the strength of the past research or creative activity record of the faculty member.

(d) A Professional Development Leave may be combined with a regularly approved semester sabbatical leave so that a faculty member may receive a full year leave with full pay.

(e) If the faculty member is unable to take the PDL in the semester planned, he may postpone the leave or receive payment for the PDL credits at their earned value.

7.4 Additional Load Assignments.

7.41 Supplementary Load.

(a) Supplementary load shall represent direct academic instructional activity on an individualized basis (with students who have registered for the instruction and paid tuition and fees) when such instruction is beyond an informal load of six (6) student credit hours per semester. Compensated supplementary load shall be limited to six (6) student credit hours beyond the informal load per semester. The uncompensated informal load requirement shall not apply to the Summer Sessions and the Intersession [see also Section 7.43(c)].

(b) The payment rate for each student credit hour of compensated supplementary load, which shall be in addition to base salary, shall be in accordance with the schedule in Section 4.41.

(c) Supplementary load shall apply to the following instructional activities: independent study courses, graduate thesis supervision, honors student mentoring, and special tutorial courses.

7.42 Internship and Student Teaching Supervision. Policies and practices with respect to load equivalence and compensation in connection with internship and student teaching supervision shall continue as at present. Detailed descriptions of such policies and practices shall be available in the offices of the appropriate Department Chairperson and College Dean.

7.43 Summer Sessions and Intersession.

(a) In the assignment of available courses during the Summer Sessions and the Intersession, full-time faculty members shall be given preference over part-time faculty, provided that they are qualified.

(b) Summer Session and Intersession assignments shall be made by the Department Chairperson in consultation with the DPC and the affected faculty member. Assignments of Summer Session or Intersession teaching may be made only with the permission of the affected faculty member.

(c) Summer Session teaching shall be limited to six (6) contact hours or two (2) courses, whichever is greater, in any one Summer Session. Faculty members teaching maximum summer load shall not teach supplementary load during the same Summer Session.

(d) Intersession teaching shall be limited to one (1) course or four (4) contact hours, whichever is greater.

(e) Nothing in the above shall be construed as a guarantee to any member of the bargaining unit for the assignment of Summer Session or Intersession courses.

(f) The third session of Saturday College at Edward Williams College shall be considered part of the first regular Summer Session. A faculty member at Edward Williams College may teach three (3) credits in this third session if he is not teaching an overload during the regular Spring Semester and provided further that the total assignment in the third session of Saturday College and the first regular Summer Session is in conformity with the provisions of paragraph (c) above.

7.44 Compensation for Unusual Services. Compensation for teaching non-credit courses or unusual non-instructional activities and services, where such services are not considered part of the member's basic load, normal faculty responsibility, or other activities covered elsewhere in this Agreement, shall be by special contract arrangement betwen the faculty member and the Administration. The AAUP shall be notified of the details of any such special contract arrangement.

7.45 Compensation for Off-Campus Teaching Assignments. In addition to normal compensation as required under this Agreement, and normal travel expense reimbursement, there shall be a stipend of no less than $200 per course paid for credit bearing courses offered off-campus by the College of Science and Engineering and the College of Business Administration. Stipend arrangements in excess of $200 shall continue in effect. Off-campus teaching shall mean teaching at locations other than the University's three principal campuses: Teaneck-Hackensack, Rutherford/Wayne, and Florham-Madison.

7.5 College Advising and Other College Service. Certain faculty members may be designated college advisors by the College Dean in consultation with the CEPC to serve evening students through regularly scheduled hours during the academic year, or to serve students during the Intersession and Summer Sessions. College Advisors shall be compensated at the hourly rates specified in the schedule in Section 4.42.

7.6 Load Reduction.

7.61 A Department Chairperson, in consultation with the DPC, may recommend to the College Dean load reductions for faculty members engaged in the assignments listed below. Determination of these reductions shall be made by the College Dean in consultation with the College Educational Planning Committee and with the concurrence of the Vice President for Academic Affairs (or his designee) except in the assignment of load reduction for purposes of research (7.61(c) for which the College Dean or his designee shall consult with Committee on Research.

(a) Supervision of special academic programs.

(b) Preparation of a new program of substantial scope.

(c) Unusual academic or research assignments.

(d) Special administrative assignments.

7.62 Regularly established load reduction practices shall continue as at present.

7.63 Departmental Released Time.

(a) The responsibilities of the Department Chairperson are described in Section 10.7.

(b) Departmental released time for the 1982-83 Academic Year shall be allocated according to the 1979-82 Agreement. Effective in the 1983-84 Academic Year each department or equivalent unit shall be assigned released time for its chairperson or equivalent and, where appropriate, its Deputy Chairperson as set forth in the following provisions. The amount of released time for departmental administration for those departments in which released time is not embraced within the overall schedule of compensation shall be based on the number of registered students in sections taught by the department during the previous fall semester according to the following formula:

0 to 499	=	1.5 hrs/sem
500 to 999	=	3.0 hrs/sem
1000 to 1499	=	4.5 hrs/sem
1500 to 1999	=	6.0 hrs/sem
2000 and above	=	9.0 hrs/sem

(c) The following limitations shall apply to (b) above:

(1) No Department Chairperson shall receive released time greater than six (6) hours per semester.

(2) No Department Chairperson, Deputy Chairperson or other faculty member receiving departmental administrative released time may combine released time and overload without approval of the College Dean.

(3) Each Chairperson, Deputy Chairperson, or other faculty member receiving departmental administrative released time shall be available on campus for departmental activities for at least two hours per week for each hour of released time in addition to the hours required pursuant to Section 7.92.

(d) For each department with majors, and in which there is substantial academic activity during the summer, there shall be a summer stipend as found elsewhere in this Agreement, to be assigned by the College Dean for departmental administrative activity. This stipend shall apply for supervision of supportive staff, registration and counseling activities, preparation of laboratories and studios, and preparation for the comming academic year. Faculty on regular twelve month appointment shall not be eligible for the summer stipend.

7.7 Funded Research.

7.71 Load reductions supported by funded research shall be made pursuant to the terms of the contract or grant award. All proposals for grants and contracts must be approved in accordance with current University practices and policies.

7.72 Proposals for research support in the form of grants from or contracts with outside agencies must be approved in accordance with present procedures and practices. Use of campus facilities and equipment requires the prior written permission of the Department Chairperson, College Dean and Campus Provost. The Department Chairperson and the College Dean shall be advised in writing periodically of the progress of such programs.

7.73 The University recognizes that research, scholarship and other creative activities are important and valuable endeavors. In order to actively encourage such activity the University will make efforts in good faith to make facilities available where feasible, and will actively assist faculty members seeking external funding in the preparation of grant or contract proposals and provide for the expeditious internal review of such proposals for timely submission to funding agencies. In addition, the University shall permit faculty members seeking external funding to include in their grant or contract proposals provisions whereby the University shall match any externally funded load reduction if the grant requires it and/or if the load reduction would not result in an academic or teaching hardship within the department. Grant proposals are subject to approval through normal administrative offices.

7.8 Non-University Employment.

7.81 A faculty member may engage in professional consulting provided that such activity does not interfere with his responsibilities and obligations to the University. All compensated consulting activities shall be recorded, along with time commitments, with the Department Chairperson and the College Dean. Contracted consulting services requiring the use of University services or facilities shall be subject to the same proposal approval mechanism as is applicable to funded research (Section 7.72). The name of the University may not be used except to identify the consultant as a member of the University faculty and his position. Compensation for consulting services shall be subject to arrangement by the faculty member and the client and shall not involve the University. The University reserves the right to require documentation regarding the source of compensation in sufficient particularity to meet its legal obliga- tions to government agencies.

7.82 Each faculty member who is employed on a regular basis outside the University during the appointment period shall so advise his Department Chairperson and the College Dean, stating his specific time commitments. Such employment shall not interfere with his responsibilities and obligations to the University. The parties agree that teaching a regularly scheduled course at another institution of higher learning constitutes outside employment on a regular basis.

7.9 Faculty Responsibilities and Obligations.

7.91 The University and the Council each recognize that mutual benefits derive from continual improvement of the University as an institution of higher learning, and that, toward this end, the primary professional responsibility of each member of the bargaining unit is to the University and the University community. The University and the Council concur that each member of the bargaining unit should display a high degree of professionalism. He should therefore:

(a) To the best of his ability, aspire to excellence in teaching his students, promote the learning process, and stimulate the intellectual development of his students. To this end, he shall meet each class as scheduled or provide equivalent instruction outside the classroom (e.g. field trips). Early in the semester he shall clarify course objectives and the evaluative techniques and standards to be used for each class taught. In addition, he shall evaluate assignments submitted by students in an effective manner for the student's development in the course.

(b) Possess knowledge of his subject matter and strive to keep informed of contemporary developments in this field of specialization.

(c) Seek to manifest objectivity and fairness in his relationships with members of the University community and most especially in the conscientious examining, grading, advising, and counseling of students.

(d) Strive conscientiously to improve the methods of instruction and to apply new approaches to teaching which show promise of success or which have been proven successful.

(e) Recognize the diversity of the student body by attempting to adjust to individual differences in the students.

(f) Accept at lease one (1) and normally not more than three (3) college, campus, or University committee nominations, conscientiously serve on those committees of which he is a member, and fulfill the specific duties of any office to which he has been elected or in which he has volunteered to serve.

(g) Serve as a resource to student organizations on the campus where this is consistent with his interests and other commitments.

(h) Recognize his obligation to the entire University community but most especially to our graduates and their families by making every effort to attend the commencement exercises. The Administration shall make every effort to promote a meaningful ceremony with an appropriate recognition of the faculty role in the University.

(i) Adhere to reasonable deadlines and schedules established from the timely reporting of grades and for other matters related to student registration and record keeping.

(j) Assume a fair share of responsibilitiy in department, college and campus registration advisement and in the student academic review process.

(k) Maintain reasonable adherence to course descriptions in accordance with the representations of the University Bulletin and other official University publications, and participate in a continuing review of such course descriptions to keep them current.

7.92 While the parties concur that fulfillment of professional responsibilities cannot be measured by any simple time standard, all full-time faculty, during the academic year, shall spend sufficient hours on campus each week to cover teaching assignments and at least three (3) office hours per week during the Fall and Spring Semesters, as well as appropriate committee assignments, scheduled meetings, and formal and informal discussion of the academic process with colleagues.

In addition, the faculty member shall be responsible for preparing classes, evaluating student work, and pursuing appropriate scholarly activities in facilities on or off campus.

7.93 The University shall encourage faculty participation in other professional activities which add to the faculty member's knowledge, qualifications, and reputation and to the reputation of the University, so long as these activities do not interfere with his primary responsibility to the University. The faculty member will cooperate with the University in striving to inform both the Universty community and the outside community of such achievements.

ARTICLE 8

WORKING CONDITIONS

8.1 Primary Appointment-Location. A faculty member's primary appointment and academic responsibilities are in a department of a college on one of the three main campuses: Florham-Madison, Rutherford, Teaneck-Hackensack. In nondepartmentalized units, the appointment is to a college and a campus.

8.2 Academic Ranks.

8.21 All full-time appointments to the faculty at the University shall be to one of the following ranks:

(a) Instructor.

(b) Assistant Professor.

(c) Associate Professor.

(d) Professor

(e) Adjunct ranks [Lecturer (Adjunct Instructor), Adjunct Assistant Professor, Adjunct Associate Professor, Adjunct Professor].

(f) "Professor Emeritus" title.

(g) Visiting ranks (Visiting Assistant Professor, Visiting Associate Professor, Visiting Professor).

(h) Retired ranks [Instructor (Retired), Assistant Professor (Retired), Associate Professor (Retired), Professor (Retired)].

8.22 Notwithstanding the above, it is expressly understood that visiting faculty shall not be included within the bargaining unit nor shall part-time faculty in any of the above ranks.

8.23 Visiting and adjunct ranks and professor emeritus shall be defined as follows:

(a) Visiting Ranks. The full-time "Visiting" rank shall designate an appointment of an individual who holds academic rank at another institution of higher education and is on leave of absence from that institution. The appointment period to full-time "Visiting" ranks shall be one (1) year or

less, with a limit of two (2) consecutive years of service. The AUUP shall be advised of each such appointment at the time such appointment is made. Although "Visiting" faculty shall not be subject to the usual notification dates, an effort shall be made to inform such a faculty member of his status before the end of the period of his appointment.

8.23(b)(1) Adjunct Ranks. The full-time "Adjunct" rank shall designate an appointment of an individual who holds no professional position at another institution of higher learning, but is of substantial professional calibre, and is employed by the University to bring to it specific expertise. The "Adjunct" appointment shall be made to fill a position judged through the procedure for authorizing faculty slots to be temporary or tentative, to fill a position where there is a limited time to do a complete search for a more permanent appointee, or to fill a position with an individual who does not then hold the terminal degree normally expected for the position but who is actively pursuing such degree. The period of full-time appointments to "Adjunct" ranks shall be for one (1) year or less and may be renewable for a cumulative total of three (3) years. For the "Adjunct" ranks, initial appointments shall follow the procedures set forth in Section 10.4 and "Adjunct" faculty shall be subject to annual review for renewal according to the procedures set forth in Section 10.3. First year Adjunct faculty shall be reviewed according to the procedures and notification dates for first year probationary faculty and second year Adjunct faculty shall be reviewed as second year probationary faculty.

8.23(b)(2) Adjunct (Preliminary) Ranks. A one year appointment preliminary to full Adjunct status may be made subject to the following conditions.

(i) Preliminary Adjunct Faculty shall have full "teaching load" or equivalent duties but shall not be obliged to carry the full "academic load" of other full-time faculty as defined in Section 7.1.

(ii) Preliminary Adjunct Faculty shall not be eligible for service on any departmental, college, campus, or University committee.

(iii) A faculty member appointed the the Adjunct (Preliminary) status shall not be continued in that status beyond one year. Renewal of the faculty member for a second year shall be at a tenure-track probationary or regular Adjunct rank.

(iv) The one year of service in the Adjunct (Preliminary) rank shall not count toward the probationary period for tenure and shall not count toward time in the regular Adjunct rank. This appointment shall not be available to faculty claiming prior service for the probationary period.

(v) Preliminary Adjunct appointments shall be made pursuant to the criteria set forth in Section 8.23(b)(1).

(c) Professor Emeritus. The title of "Professor Emeritus" is an honorary title. It may be awarded, in recognition of an outstanding academic career and noteworthy contributions to the University, to those who have retired and have attained the rank of professor at the University. The designation may be bestowed in accordance with the faculty status procedures described in Articles 10 and 11.

8.24 Appointments in the first four of the ranks in Section 8.21 are either probationary appointments credited toward tenure or continuous tenure appointments. However, if an "Adjunct" or "Visiting" faculty member receives a probationary appointment, the period of full-time "Adjunct" or "Visiting" service shall be credited toward the probationary period for tenure.

8.25 Retirement. The retirement year shall be that fiscal year (July 1 - June 30) in which the member attains the age of 70. In the academic year following his retirement year, he shall be designated by his most recently held academic rank followed by "Retired" or, subject to Paragraph 8.23 (c), he shall be awarded the title "Professor Emeritus." The designation "Professor Emeritus" or "Retired" shall not be intended to waive the retirement age of 70.

8.26 Tenured members who, subsequent to the effective date of this Agreement, retire shall be given the title of their last rank followed by "(Retired)," e.g., Associate Professor (Retired), and those who hold an emeritus title at the time of their retirement shall continue to enjoy that title. Such retired members shall enjoy the following privileges:

(a) On request they shall be provided with a parking permit entitling them to park in the faculty parking area on each campus.

(b) They shall enjoy full library privileges.

(c) They shall be admitted to the faculty dining facilities.

(d) They shall be entitled to participate in the general campus and college faculty meetings with voice but without vote.

(e) They shall have free access to faculty lounges on each campus.

(f) On request they shall receive regular mailings of the campus faculty bulletin from the campus at which they were working at the time of retirement.

(g) Emeritus faculty shall be listed in the University Bulletin.

(h) If feasible, each college shall make office facilities available to its retired faculty on request and, with approval of the DPC, retired faculty may continue to make use of college laboratory and studio facilities.

8.27 Criteria for Faculty Ranks.

(a) Appointment to the faculty of the University represents recognition of educational attainment, scholarly accomplishments, and evidence of the ability to communicate with and motivate individuals to learn.

(b) The faculty rank designations represent cumulative accomplishments in teaching competence, scholarship as reflected in degrees and certifications earned, honors won, scholarly and professional accomplishments, educational leadership, intellectual breadth, and creativity, all of which will stand the test of peer and collegial judgment within the institution and of the relevant internal and external academic and profesional standards.

(1) Instructor. For appointment to the junior rank of instructor, the candidate must possess an earned master's degree (or equivalent) and demonstrate a potential for effective teaching as attested to by those able to render judgments on the candidate's ability to communicate with and relate to others or by virtue of the candidate's having successful teaching experience. It is expected that the instructor will be enrolled in a program leading to the doctorate or other appropriate terminal degree.

(2) Assistant Professor. For promotion to or appointment to the junior rank of assistant professor, the candidate must meet the requirements for appointment as an instructor and, in addition, must possess the earned doctoral or professional degree or equivalent normally required for teaching in his field; give evidence or substantial promise of effectiveness as a teacher, both in the classroom and in the guidance of students; demonstrate capacity for professional growth and accomplishment; and possess the ability to work constructively with members of the University community. In the case of promotion to this rank, there should be evidence of participation in University affairs, at least at the departmental level.

(3) Associate Professor. The associate professorship is a faculty rank at the senior level. For promotion to or appointment as associate professor, the candidate must possess the qualifications for an assistant professor and, in addition, professional growth and accomplishments beyond the earned doctorate or its equivalent should be evident, as should be a high degree of teaching proficiency and concern for the welfare of students. For promotion to this rank, there shall be evidence of substantial service beyond the department, especially in college and campus activities.

(4) Professor. The rank of professor represents the highest recognition that can be bestowed upon a faculty member. For promotion to or appointment as professor, the candidate must possess the qualifications of an associate professor and, in addition, offer a distinguished record of scholarship, educational leadership or creative achievement appropriate to the discipline. The cumulative achievements of the candidate for appointment or promotion to the rank of professor must be such as to demonstrate substantial accomplishments within the University, sound judgment and creativity, intellectual breadth and leadership, and a mature record of professional advancement. There shall be a clearly recognizable record of teaching proficiency and concern for the welfare of students.

(c) In unusual circumstances, outstanding professional achievement in one's discipline may, in the absence of the appropriate terminal degree, be evaluated for equivalence.

(d) In all cases, teaching competence shall take priority in the evaluation processes. However, in unusual cases, outstanding accomplishments in some areas may be evaluated for equivalence in other areas.

(e) Years in Rank. A guideline for years in rank is not to be construed as suggesting automatic promotion nor as being restrictive of the recognition of unusual scholarly and professional attainment. It is expected that a faculty member will develop in each rank for a minimum period of time appropriate to the level of the rank, or until such longer time as may be required to meet the criteria for the next higher rank.

For promotion from instructor to assistant professor, the time spent in rank shall be sufficient to meet the rank criteria for assistant professor.

Promotion from assistant professor to associate professor normally shall not precede the decision to award tenure.

(f) It is recognized that each candidate for appointment or promotion shall be evaluated on the basis of the foregoing criteria within the context of his particular discipline, department and college.

8.3 Terms of Appointment.

8.31 (a) The terms and conditions of every appointment to a faculty position within the bargaining unit shall be in writing and shall incorporate this Agreement by express reference. A copy of the appointment document will be supplied to the faculty member and a copy placed in his personnel file. Any subsequent extensions or modifications of such appointment (other than with respect to changes in the collective bargaining agreement as negotiated between the parties to this Agreement) and any special understanding or any notices incumbent upon either party to provide will be stated or confirmed in writing by document between the faculty member and the University, and a copy will be given to the faculty member and a copy placed in the member's personnel file. Any special standards, applicable to the member shall be included in the appointment document.

(b) Prior to the appointment of a new full-time faculty member, the College Dean shall advise him of his rights under 8.32 (j), 8.32 (k), and 8.32 (m), and secure from him a written statement listing all prior service, ranks held, and length of time in each rank at this University and other institutions. In each case, the statement shall indicate whether, to the best of his knowledge, the prior service was in a tenure track position at a regionally accredited institution of higher learning.

8.32 Tenure and Probationary Appointments.

(a) The University and the AAUP hereby adopt and incorporate by reference the 1940 Statement of Principles on Academic Freedom and Tenure formulated jointly by the Association of American Colleges and the American Association of University Professors, to the extent that said statement is not inconsistent with other provisions of this Agreement.

(b) Tenure shall be defined as that status wherein a member of the bargaining unit, or any individual in his capacity as a faculty member, shall be retained in his faculty capacity through the academic year ending in the fiscal year (July 1-June 30) in which the member attains the age of 70, unless he resigns (Section 8.42), is dismissed for "adequate cause" (Section 8.5), or is terminated because of a reduction in force (Articles 17 and 18.)

(c) The University agrees to recognize qualified members of the bargaining unit, or others in their capacity as faculty members, by granting them tenure after a prescribed probationary period.

(d) The award or denial of tenure shall be made pursuant to the review, judgment and recommendation processes set forth in Articles 10 and 11, or to the provisions of Section 8.32 (g), and to the final action of the Board of Trustees. The Board of Trustees shall base its tenure decision on the recommendation of the Vice President for Academic Affairs or the Faculty Status Judiciary, absent an unusual case and the most serious reasons, which shall be provided to the affected faculty member in writing.

(e) The following are criteria for tenure:

(1) Demonstrated high level of teaching effectiveness and high academic standards.

(2) Demonstrated potential to meet the criteria for senior rank (Section 8.27).

(3) Appropriate academic degrees and, where applicable, other certifications.

(4) Demonstrated continuing professional growth in addition to completion of the terminal degree normally required for teaching in the field including: evidence of continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline.

(5) The fulfillment of other professional responsibilities (Section 7.9).

(6) Contribution to the welfare of the students through counseling, advising, and similar activities.

(7) Service to the University.

It is recognized that each candidate for tenure shall be evaluated on the basis of the foregoing criteria within the context of the candidate's role in the particular discipline, department and college.

(f) Tenure shall be granted consistent with the academic and staffing needs of the department, the college, and the University, taking into account the recommendations of the College Educational Planning Committees, as approved (Section 11.32).

(g) The granting of tenure to non-members of the bargaining unit or prior to the expiration of a full probationary period may follow the procedures below:

(1) Non-members of the bargaining unit occupying positions such as Assistant Dean and Associate Dean may be recommended for tenure in their capacity as faculty members through the regular faculty status processes described in Articles 10 and 11.

(2) A continuous tenure appointment prior to the expiration of the full probationary period for tenure may be recommended and granted only through the normal faculty status processes described in Articles 10 and 11 and Paragraph (d) above.

(3) With respect to the award of academic rank and tenure to administrative officers such as College Dean, Campus Provost, Vice President, or President, the Search and Screen Committee, Advisory Committee, or appointing or recommending administrator, as appropriate, shall consult with individuals such as the Chairperson of the relevant department, the chairperson of the DSC, the chairperson of the CFSC, and the College Dean, if available for such consultation, prior to recommending to the President or the Board of Trustees such award of rank and tenure.

(h) Probationary appointments are defined as annual appointments made to those members who have not yet been awarded tenure. They shall be for one (1) year, subject to annual review and renewal pursuant to the procedures described elsewhere in this Agreement.

(i) A member who completes a probationary period of fourteen (14) academic semesters of continuous active full-time contractual service shall have tenure effective with the first day of contractual service of the next academic semester (Fall or Spring) following the completion of such probationary period. Approved leaves of absence shall not be considered as interruptions of the continuity of contractual service, but such leaves shall not be counted toward satisfying the probationary period, except in the case of scholarly leaves of absence, as provided in Paragraph 8.32 (k) below.

(j) The probationary period shall include all previous service at other regionally accredited institutions of higher learning which would have led to tenure at those institutions, except that such credit for prior service at other institutions shall in no case exceed a total of three (3) years. If the prior service claimed by the member does not meet the foregoing standards, a determination of how many, if any, years of such service may be counted as part of the probationary period shall be made through the regular faculty status processes detailed in Articles 10 and 11. Such determination shall be made during the member's first year of service at Fairleigh Dickinson University.

(k) If a member is reappointed by the University after having been terminated or having resigned, his service prior to such termination or resignation shall count as part of the probationary period as if it were service at another institution. Scholarly leave of absence from the University for one (1) year or less, when granted in accordance with the provisions of Sections 6.33 and 6.34, shall count as part of the probationary period as if it were service at another regionally accredited institution of higher learning. Any other leave of absence of one (1) semester or more shall not count as part of the probationary period. All full semesters which accrued during the probationary period prior to such leave shall continue to be counted as part of the probationary period when the member returns from such leave.

(l) The Department Chairperson shall confer in the Spring of each year with each faculty member in his department who is on a probationary appointment or on an adjunct appointment. The purpose of this conference is to explain the evaluation of the member made by the Department Status Committee (DSC) and by the Department Chairperson. The conference will include any aspects of his performance which, according to these evaluations, have fallen short of department, college or University expectations or standards. A memorandum of the fact of this meeting shall be placed in his personnel file.

(m) When a new faculty member is appointed who has held the same or higher rank at another institution of higher learning as he is to hold at the University, the appointment document shall indicate whether he is to be credited with any years in rank and, if so, with how many. As a general rule, the time credited in rank shall not satisfy more than one-half the minimum time requirement for promotion to the next rank.

8.33 Renewal of Untenured Members of the Bargaining Unit.

(a) The following shall be criteria for renewal or non-renewal of untenured members of the bargaining unit:

(1) Demonstrated ability to teach effectively, or adequate growth in ability to teach effectively, and maintenance of appropriate academic standards in teaching.

(2) Demonstrated potential for meeting the criteria for tenure prior to the expiration of the probationary period. (Section 8.32 (e)).

(3) Appropriate academic degrees and, where applicable, other certifications.

(4) Evidence of continuing preparation, study, research, publication, or other scholarly or creative activity appropriate to the discipline.

(5) Fulfillment of other professional responsibilities (Section 7.9).

(6) Contribution to the welfare of the students as through counseling, advising, and similar activities.

(7) Service to the University.

(b) The following, if they affect staffing requirements, may be grounds for nonrenewal of untenured members of the bargaining unit:

(1) Approved changes in the academic program of the department or college (Articles 10, 11, 17.)

(2) Demonstrated decline in departmental enrollment.

(3) The loss of external salary support, where such support was a precondition for the creation of the slot and the faculty member was apprised of this condition in writing in the initial and subsequent Memoranda of Appointment.

(c) Non-renewal of probationary faculty may also be based on a finding of fact with respect to specific charges of:

(1) Professional misconduct.

(2) Incompetence due to severe mental or physical disability.

(3) Conviction of a felony or high misdemeanor or equivalent indictable offense.

(4) Willful acts which directly and seriously subvert the rights and welfare of members of the University community.

The threat of filing such charges or the filing of such charges shall not be used to restrain a faculty member in the exercise of his academic freedom. No formal cognizance of such charges shall be taken unless the charges are stated in writing.

When written charges are filed, the College Dean shall convene a special hearing committee which shall investigate the matter, giving all appropriate parties an opportunity to be heard. The findings of such committee shall be transmitted by the College Dean to the Department, the Faculty Status Committee, the Vice President for Academic Affairs, the member, and the member's personnel file. The findings shall be taken into account by those involved in the faculty status processes, if in their judgment the findings are relevant. Neither the fact of the charges nor any material developed during the hearing provided for in this Section shall be the basis of any negative inference against the member unless the hearing committee finds that the charges or facts are substantiated.

(d) Written notice that a probationary appointment is not to be renewed shall be given to the member in advance of the expiration of his appointment in accordance with the following notification dates:

(1) March 1 for faculty members following their first year faculty status review.

(2) December 15 for faculty members following their second year faculty status review.

(3) All other probationary faculty members shall be notified by March 15 of the year preceding their terminal year.

In cases which require departmental reconsideration (Paragraph 11.22 (f)) and/or reconciliation between the CFSC and College Dean (Paragraph 11.22 (p)), these deadlines shall be extended by two weeks (See also Appendix A).

8.4 Notification and Acceptance of Appointment.

8.41 The University shall notify members of the terms and conditions of their renewals according to the deadlines in Appendix A. It is the professional responsibility of all members to respond within thirty (30) days. An extension of up to one (1) month or longer, depending upon the circumstances, may be granted upon request. In all circumstances, a member is expected to reply in one of three ways:

(a) Acceptance;

(b) Declination (resignation); or

(c) By request for extension, as, for example, pending the outcome of an appeal or grievance procedure.

8.42 A member who resigns his appointment effective at the end of an academic year shall give notice in writing at the earliest possible opportunity, but not later than May 15th, or thirty (30) days after receiving notification of the terms of his appointment for the coming year, whichever date occurs later.

8.43 The member may properly request a waiver of this requirement of notice in case of hardship or in a situation where he would otherwise be denied substantial professional advancement or other opportunity.

8.5 Dismissal of Faculty on Tenure, or on Special or Probationary Appointment Before the End of a Specified Term.

8.51 Dismissal of a faculty member on continuous tenure, or on a special or probationary appointment before the end of the specified term, may be effected by the University only for "adequate cause" as defined herein and in accordance with the procedure set forth in Section 8.52 or pursuant to the terms and procedures set forth in Articles 17 and 18 of this Agreement.

"Adequate cause" for dismissal of a tenured or mid-contract term faculty member shall be predicated upon charges which are grave and extraordinary, which are limited to those set forth hereinbelow in Section 8.52. However, it is understood particularly that "adequate cause" for these purposes shall be limited to consideration of factors directly related to the alleged unfitness of the affected faculty member to discharge his professional responsibilities. Dismissal shall not be used to restrain faculty members in the exercise of academic freedom or other rights of American citizens, subject to the provisions of Paragraph 8.52 (a) (1), (2), and (3).

8.52 Dismissal Procedures.

(a) Dismissal proceedings may be instituted for any of the charges listed below. However, dismissal may not be effected unless and until the procedures below have been followed, the charges have been proven, and a determination has been made that the proven charges constitute "adequate cause" for dismissal as defined in Section 8.51 above. The following shall be grounds for instituting dismissal proceedings:

(1) Failure to perform professional responsibilities either through gross incompetence, gross negligence, or willful disregard for scholarly and professional standards, or as a result of severe long-term physical or mental disability.

(2) Conviction of a felony or high misdemeanor.

(3) Willful acts which directly and seriously subvert the rights and welfare of members of the University community.

(b) Pending a final decision by the Arbitration Panel, the faculty member may be placed on leave of absence or assigned to other duties in lieu of such leave, if he is unable to discharge his faculty responsibilities, if immediate harm to himself or others is threatened by his continuance in his duties, or if his continuance of his duties would cast grave

doubts upon the academic competence or integrity of the University, college or department. Before a faculty member is placed on leave of absences, pending an ultimate determination of his status through the hearing procedures, the Administration shall consult with the AAUP concerning the propriety, the length, and other conditions of the leave, including whether it will be with or without payment of salary.

(c) Dismissal of a faculty member with continuous tenure, or on a probationary appointment before the end of the specified term, will be preceded by the following steps:

(1) Confidential notification to the faculty member by the Administration of the probable commencement of dismissal proceedings, including a statement of the specific charges and of the faculty member's rights. A copy of this notice shall be forwarded to the AAUP.

(2) This action shall be followed by discussions between the faculty member and appropriate Administration officers, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the faculty member.

(3) If no mutually satisfactory resolution is reached in step (2) above within four (4) weeks, the matter shall be referred by the University President or his delegate to the duly elected Faculty Mediation Committee ("FMC") [see step (5) below] which shall assist the parties in attempting to effect a resolution. Members of the FMC who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. The FMC shall conclude its role within four (4) weeks.

(4) If settlement is achieved in step (2) or (3), the issue shall be deemed resolved, and a statement of the terms of the mutual settlement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.

(5) The Faculty Mediation Committee is a University-wide standing committee consisting of six (6) tenured faculty members, two (2) elected by the faculties of each campus, for a two-year term. A faculty member may be re-elected for one (1) term. Elections shall be held in the Spring each year and terms of office shall be staggered.

(6) If, after conclusion of the above steps, no settlement has been achieved and the University wishes to undertake formal dismissal proceedings, the faculty member shall receive a written statement of charges (with a copy to AAUP), framed with reasonable particularity by the President or the President's delegate and the faculty member's case will be heard, according to the procedures below, by a special Arbitration Panel whose judgment shall be final and binding upon the University and the AUUP.

(7) The Arbitration Panel shall consist of the following three (3) persons: one (1) person to be selected by the AAUP with the approval of the affected faculty member; one (1) person appointed by the Administration; and one (1) person from the AAA panel of arbitrators, selected in accordance with Section 15.47.

(d) Arbitration Procedures: The operation of the Arbitration Panel and the rights of the faculty member shall be protected in accordance with the following:

(1) The Arbitration Panel may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to

(i) Simplify the issues,

(ii) Effect stipulations of facts,

(iii) Provide for the exchange of documentary or other information, and

(iv) Achieve such other appropriate prehearing objectives as will seek to make the hearing fair, effective, and expeditious.

(2) Service of notice of hearing with detailed charges in writing shall be made upon the affected faculty member and the AAUP by the Administration appointee on the Arbitration Panel at least twenty (20) days prior to the hearing. The hearing shall proceed unless the faculty member waives a hearing in writing. If the faculty member waives a hearing but denies the charges against him or asserts that the charges do not support a finding of "adequate cause," the hearing tribunal shall evaluate all available evidence and rest its recommendation upon the evidence in the record.

(3) The affected faculty member shall determine whether the hearing should be public or private, and no adverse inference shall be drawn from his determination.

(4) The faculty member shall be entitled to have an academic advisor and/or legal counsel of his own choice attend and participate fully in the proceedings.

(5) The AAUP and its counsel (if different from the individual's counsel) may also attend and participate in the proceedings.

(6) The Arbitration Panel shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(7) If requested by the faculty member, a verbatim record of the hearing or hearings shall be taken and a typewritten copy shall be made available to the faculty member, with the cost shared equally between the faculty member and the Administration.

(8) The burden of proof that "adequate cause" exists rests with the University and shall be satisfied only by clear and convincing evidence in the record considered as a whole.

(9) The Administration shall make reasonable efforts to cooperate with the faculty member to make available requested witnesses who are University employees, and relevant documents.

(10) The faculty member and the Administration shall have the right to confront and cross-examine all witnesses.

(11) In the hearing of charges of gross incompetence, the University's burden shall include the proffering of expert witness(es) from this or other institutions of higher education.

(12) The Arbitration Panel shall not be bound by strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. Every possible effort shall be made to obtain the most reliable evidence available.

(13) The findings of fact and decision shall be based solely on the hearing record.

(14) In all other respects, the Voluntary Labor Arbitration Rules then in force of the American Arbitra- tion Association shall prevail regarding the conduct of the hearing.

(15) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity about the case by administrative officers shall be avoided so far as possible until the proceedings have been completed. The President, the AAUP, and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

(16) The Arbitration Panel shall be empowered to determine the appropriate remedy.

(17) The findings of the Arbitration Panel shall be final and binding upon the parties.

(18) The provisions of Section 15.48 and Section 15.49 shall apply to the Arbitration Panel with full force and effect.

8.53 Terminal Salary or Notice. If the dismissal for cause is upheld, the faculty member shall receive salary payments through the end of the term of his current appointment. On recommendation of the FMC, the President, in determining what, if any, payments will be made beyond the effective date of dismissal, may take into account the length and quality of prior service of the faculty member; but this decision shall not be affected by the fact of the hearing nor the evidence presented.

8.6 Procedure for Imposition of Sanctions Other than Dismissal. If the Administration alleges that the conduct of a faculty member, although not constituting adequate cause for dismissal, may be sufficient to justify imposition of a lesser sanction, the Administration may institute a proceeding to impose such a sanction. The procedures and standards outlined herein shall govern such a proceeding.

8.61 Imposition of a sanction short of dismissal shall be based upon grounds of the nature set forth in Section 8.52 (a) (1) but which are not sufficiently grave, gross or willful to warrant dismissal.

8.62 The procedure shall be initiated by confidential notification to the faculty member by the Administration of the probable commencement of sanction proceedings, including a specific statement of the charges (i.e., the alleged misconduct) and the faculty member's rights. A copy of this notice shall be forwarded to the AAUP.

8.63 This action shall be followed by discussions between the faculty member, appropriate Administration officers and the AAUP, looking toward a mutually acceptable resolution, which resolution shall be reduced to writing, with a copy to the AAUP and the faculty member.

8.64 If no mutually satisfactory resolution is reached in step 8.63 above within four (4) weeks, the Administration shall set forth its proposed sanction, and the matter shall be referred by the Administration to the duly elected Faculty Mediation Committee ("FMC"), step 8.52 (c) (5), which may assist the parties in determining the facts and shall attempt to effect a resolution. Members of the FMC who are disqualified for bias or interest shall remove themselves from the case, either at the request of a party or on their own initiative. The FMC shall conclude its role within four (4) weeks. Nothing said or done by the FMC shall be used against a faculty member or the Administration. This procedure shall not be applicable to proposed sanctions in the nature of "reprimand" or "censure."

8.65 If settlement is achieved in step 8.63 or 8.64, the issue shall be deemed resolved, and a statement of the terms of the mutual settlement shall become a part of the faculty member's personnel file, which settlement shall not be inconsistent with the terms of this Agreement.

8.66 If, after conclusion of the above steps, no settlement has been achieved and the Administration determines to undertake imposition of a sanction short of dismissal, the faculty member and the AAUP shall receive a written statement, framed with reasonable particularity, of the charges and the specific sanction sought. The AAUP may, within thirty (30) working days from receipt of the written statement of charges, appeal in writing on notice to the Administration the case of the faculty member to an Arbitration Panel, as described in 8.52 (c) (7), in which case the procedures of 8.52 (d) shall be followed in their entirety. The Arbitration Panel shall determine the validity of the charges as well as the appropriateness of the proposed sanction.

8.67 No sanction shall be imposed until either the deadline to appeal has expired without the filing of an appeal or the sanction is upheld by the Arbitration panel.

8.7 Faculty Personnel Files.

8.71 The University shall maintain only two (2) categories of personnel files for each member of the unit, except as modified in Section 8.78.

(a) There shall be a pre-employment file which shall contain all and only materials requested or received by the University in connection with the original employment of the member. Initial letters of recommendation shall be kept confidential and kept exclusively in the pre-employment file. Other material submitted prior to the member's employment, with the understanding that it be kept confidential, shall be so kept in the pre-employment file. Copies of non-confidential materials received prior to the employment of the member shall be kept in the member's official personnel file described below. The pre-employment file shall be kept by the Vice President for Academic Affairs or his designee.

(b) There shall be an official personnel file which shall be maintained by the Dean of the College of the respective member. A copy of this file may be maintained by the Chairperson of the member's department. However, only the official personnel file shall be used for faculty status purposes.

8.72 The official personnel file of each member shall include, but not be limited to, the following:

(a) Copies of materials from the member's pre-employment file as provided in Paragraph 8.71 (a).

(b) An updated curriculum vitae. It shall be the member's responsibility to update his curriculum vitae annually, no later than October 1st, whether or not he has a matter subject to faculty status review. The format and sequence shown in Appendix F shall be used in updating the curriculum vitae.

(c) Past Memoranda on Appointment to Faculty, with salary information deleted.

(d) All faculty status flow sheets and attached appendices for faculty status actions. The appendices shall include copies of all faculty status recommendations by Department Status Committees (DSC), Department Chairpersons, College Faculty Status Committees, and College Deans. The decision of the Vice President for Academic Affairs shall also be included.

(e) For faculty status actions prior to the 1975-76 academic year, a summary, certified by the appropriate chairperson of the Department Status Committee (DSC), of each action taken by the Department Status Committee (DSC), and a summary, certified by the appropriate chairperson of the CFSC, of each action taken by the CFSC. These summaries shall list the names of all members of committees present at the time of

actions but shall not identify votes or comments by name. (The original signed comments shall be sealed and placed in the pre-employment file in the Office of the Vice President for Academic Affairs, and they shall not be available except where formally required in a legal action.)

(f) All non-student evaluations of teaching.

(g) A statistical reduction of all student evaluations. Such reduction shall be certified by the chairperson of the Department Status Committee. The original data shall not be destroyed until such time as the deadline has passed for the filing of a Faculty Status Grievance and until such time as the faculty member has had an opportunity to verify the results, but no later than three (3) months following notification to the faculty member that such data reduction has taken place. Until they can be destroyed, the original student evaluations shall be maintained in the Department Office by the Department Chairperson. The faculty member and committees or individuals participating in the faculty status process shall have access to such original student evaluations at appropriate periods in the review process. All student evaluations shall remain anonymous. Letters or other written statements must bear the name(s) of the individual author(s) and the date, except that comments written as part of the student evaluations shall be anonymous and remain in the original data file until the material contained therein is destroyed, but shall not be included with the statistical summary which is incorporated in the official personnel file.

(h) Information relating to the member's academic and professional accomplishments submitted by him or placed in the official personnel file at his request. With respect to material which is of a trivial or transitory nature, each College Dean shall separate what is judged relevant material from what is judged irrelevant material and then consult with the faculty member for the purpose of seeking agreement as to what material can be discarded. Such agreement shall be reduced to writing and included in the faculty member's file. With respect to certain papers, books, and other voluminous material which have, by agreement, been removed from the file, the file shall, at the option of the member, contain a notation that such materials have been removed and are in the possession of the faculty member.

(i) Memoranda of discussion between the member and his Department Chairperson, College Dean, or other colleagues relating to evaluations of his professional performance. Copies of such memoranda shall be sent to the member involved.

(j) The member shall have the right to include in his file any other material he considers relevant. However, where such material infringes upon the confidentiality of material relevant to other faculty members, it may be included in the member's file only with the express consent, in writing, of such other affected faculty members.

8.73 All material added to a faculty member's personnel file shall be submitted to the Office of the College Dean with a copy to the faculty member's Department Chairperson. All papers in a member's personnel file shall carry the College Dean's official stamp and the dates of receipt in the Dean's office. Such papers shall be sequentially numbered and logged.

8.74 The member shall be notified of and have an opportunity to read all materials originating in the department prior to their inclusion in the personnel file. He shall also be notified promptly of any other materials placed in his file.

8.75 The official personnel file shall be available for examination and review by the member. Such review or examination shall take place at reasonable hours in an area designated by the College Dean, and only upon prior notice to and in the presence of one who normally has custody of such file. In each file a log shall be kept of individuals who have had access to the file. A member shall be permitted to make copies of materials in his personnel file at his own expense.

8.76 The official personnel file shall be made available to the committees and individuals responsible for the review and recommendations of members with respect to reappointment, promotion, tenure, and other matters of faculty status. All individuals having access to personnel files shall maintain the contents of such files in confidence. The personnel file shall be available to members of the Department Status Committee and the College Faculty Status Committee only in the course of the Committees' work and in their capacity as members of these Committees.

8.77 If a member alleges that some of the contents of his file are demonstrably false (excluding judgmental observations such as faculty and student evaluations), the following opportunities shall be available to the member:

(a) The member may include in the file any rebuttal material and evidence he chooses.

(b) The member may appeal to the College Dean to have such material removed from the file and destroyed. Before rendering his decision, the College Dean shall meet with the College Faculty Status Committee to review the material alleged

to be false and all of the rebuttal material and evidence submitted by the member. The decision of the College Dean shall rely heavily upon the recommendation of the College Faculty Status Committee. Should the Committee disagree with the decision of the College Dean, it shall so note in the personnel file, stating its reasons.

8.78 Nothing in this Section shall limit the University in the maintenance and retention of records dealing with routine matters, including but not limited to payroll and benefits. Upon request, members shall be provided with adequate and appropriate information from such records to meet their stated needs.

8.8 Campus Facilities.

8.81 Parking.

(a) Faculty members annually shall apply for and be issued parking stickers for a particular campus which shall be valid on any campus of the University. If more than one automobile is owned by the faculty member, additional stickers shall be provided as specified above. There shall be no parking fee.

(b) The Campus Administration shall continue to make reasonable efforts to improve upon parking space availability, consistent with good planning practices, budgetary constraints, and the requirements of all components of the University Community.

(c) Specific areas of parking lots or specific parking lots in reasonable proximity to campus offices shall be set aside for use by the faculty, with the particulars for each campus set forth below:

(1) Rutherford Campus: Specific parking lots as currently provided for faculty and staff use shall be maintained.

(2) Florham-Madison Campus: The following parking areas shall be reserved for faculty use:

Mansion Parking Lot	11 spaces
Science Building Lot	10 spaces
Dreyfuss College Lot	20 spaces
Area 2 Lot closest to Dreyfuss Road	10 spaces
Earth Science Lot	6 spaces
Library Lot	6 spaces
Dormitory Area Lot	1 space
	64 spaces

The above areas shall be for non-chairpersons. Spaces currently reserved for chairpersons shall continue to be maintained.

Each reserved area shall be appropriately identified.

(3) Teaneck-Hackensack Campus. If parking problems develop, they shall be referred to the Committee on Buildings and Grounds.

(d) Faculty members who qualify on special or unusual grounds for parking assignments as defined in the Campus Motor Vehicle Regulations or equivalent document shall be accommodated using the reserved areas assigned to full-time faculty as described in Paragraph (c) above, or in other areas in reasonable proximity to offices and classrooms where unassigned spaces are available.

(e) Current practices with respect to hours of reservation shall be maintained except as they may be modified in accordance with Paragraph (c) above.

(f) Failure to discharge any open parking citations for violation of reasonable parking regulations may be grounds for rejection of an application for a parking sticker until such time as outstanding fines are paid.

8.82 Offices and Telephones.

(a) The Administration shall continue to make reasonable efforts both to provide every faculty member with office facilities suitable to the discharge of his University responsibilities and to assure an equitable allocation of available office space. The Campus Provost shall make reasonable and prompt efforts, within budgetary and space constraints, to resolve complaints by individual faculty members or departments transmitted through normal channels concerning the adequacy or equitable allocation of the office space assigned to them. In such cases the Campus Provost shall seek the advice of the Committee on Buildings and Grounds.

(b) Members of the faculty shall have reasonable access to their offices, consistent with good security, safety, and energy conservation procedures. After the normal classroom day and at other times classes are not in session, e.g., holidays and campus shutdowns, access to offices shall be gained upon appropriate identification (Campus Identification Card) shown to the Security Office. During these periods, the faculty, their students, and guests will observe prudent security and safety measures.

(c) Each member shall have access to a telephone extension, appropriately listed in a tri-campus telephone directory to be distributed to the faculty.

8.83 Student Assistants. In the disciplines in which student assistants may be effectively used, the Administration and the Financial Aid Office shall make every reasonable effort to increase their number. The Administration shall apprise the departments and faculty of the availability of college work study and grant-in-aid students. The department and the faculty member involved shall have veto on the acceptability of any student assistant.

8.84 Secretarial Assistance. Secretaries shall be assigned to departments or comparable academic units for the purpose of assisting both the Chairperson and the faculty in the performance of University business. Where time permits, the supportive personnel shall be available to assist the faculty with other professional activities, such as the typing of scholarly manuscripts. All requests for such non-routine services shall be processed through the Department Chairperson, who shall determine priorities. Where necessary and where possible, secretarial assistance shall be supplemented by student assistants.

8.85 Payroll Practice.

(a) Payment for full-time faculty on Memorandum on Appointment shall begin on the 15th of September and shall occur on the 15th of every month thereafter for the duration of the appointment. Such faculty who may wish to elect twelve (12) monthly payments may do so, by indicating on the annual appointment document.

(b) Payment for full-time faculty on Letter of Appointment shall begin on the last day of September and shall occur on the 15th day of every month thereafter for the duration of the appointment. However, when the Payroll Office receives proper notification (five-part Payroll/Personnel Form) later than September 15th, payment shall be made at the earliest possible regular payment date. Such faculty members who are on academic-year appointments who wish to elect twelve (12) monthly payments may do so, by so indicating on the annual appointment document.

(c) If it becomes necessary to make unforeseen large payroll deductions for a faculty member, where this necessity arises solely as a result of University actions, such deductions shall be made equally over the remaining paychecks to be issued under the current employment contract.

8.86 Instructional Facilities and Equipment.

(a) The Administration shall make a reasonable effort to schedule classes in rooms appropriate to instructional needs, subject to budgetary and space constraints.

(b) The Administration shall make a reasonable effort to provide usage of computer facilities, equipment, and/or other facilities appropriate to the conduct of courses and research subject to budgetary and space constraints. Requests for new or revised courses shall contain specific reference to such requirements.

(c) Faculty members shall make reasonable efforts to make requests for the use of University equipment and facilities in a timely fashion.

8.9 Insurance.

8.91 The University agrees to provide the bargaining unit with a list of all insurance policies currently carried by the University which provide coverage for its members.

8.92 A copy of each such policy shall be filed with the AAUP for its information. The University agrees to cooperate with the AAUP in obtaining interpretation of such insurance policies when requested to do so.

ARTICLE 9

CALENDARS AND SCHEDULES

9.1 The Campus Calendar.

9.11 The AAUP and the Administration concur that the Campus Calendar is first and foremost designed to serve academic purposes.

9.12 The Campus Provosts, the Vice President for Academic Affairs, and the Vice President for Financial Affairs shall confer for the purpose of arriving at tentative starting and completion dates for the fall and spring semesters, the intersession, and the summer sessions, with a view toward achieving commonality of the basic calendar among the campuses, e.g., starting and completion dates, major recess periods.

9.13 A draft, or drafts, of a Campus Calendar, including the Dental School Calendar, shall be designed by the Provost or his designee and distributed to the campus faculty, who shall have thirty (30) days to make written recommendations to the Provost. The Provost shall consider those recommendations and consult with CAP prior to developing the official calendar.

9.14 The procedure in section 9.13 assumes that no major changes in the configuration of the previous calendar (the two semesters, the intersession, and the two summer sessions) are proposed. If a major change in the configuaration of the calendar is proposed (e.g., ending the fall semester in January, eliminating the intersession, or changing the number of semesters or summer sessions), prior consultation with the AUUP shall be required.

9.15 There shall be final exam periods designated in the cale[illegible]. No final exams shall be given prior to those exam periods. Courses without formal final examinations shall meet no less than the minimum time as specified by the regulations and standards of the Department of Higher Education of the State of New Jersey.

9.16 The fall semester may begin the Monday before Labor Day, but shall not begin earlier.

9.17 With faculty consultation, the calendar may be modified as a result of unforeseen or uncontrollable circumstances.

9.2 Schedules. The AAUP and the Administration concur with the principle that the schedules of the departments should be coordinated to the maximum extent feasible with those of other departments on a given campus in order to facilitate the scheduling of student programs and to make more efficient use of campus facilities.

9.3 Academic Year.

9.31 The academic year shall cover the period beginning with the first day of classes (see 9.16) and ending two weeks after the due date for the spring semester final grades, which two-week period shall be for the purposes of student evaluation and the academic review of student records and for other assignments within department, college, campus, and University governance.

9.32 In certain instances, a faculty member may contract for services beyond the period described by the academic year. In such cases, the appointments shall be referred to as "Twelve-Month Appointments" and shall be in accordance with current practices in the respective units.

ARTICLE 10

DEPARTMENT GOVERNANCE

10.1 Department Policy Committee (DPC).

10.11 Each department in colleges with department structures shall form a Department Policy Committee (DPC). The specific composition of the DPC shall be determined by each department except that its size shall be at least equal to that of the Department Status Committee (DSC) (Section 10.21). Where practical, the entire department may function as a DPC. In multidisciplinary departments in which all members of the department do not serve on the DPC, each discipline shall have the right to be represented. The DPC may form such sub-committees as it deems appropriate. The non-departmentalized campus faculties of the College of Education shall form organizations appropriate to their respective needs in the areas relative to the DPC function, subject to the above conditions.

10.12 The DPC shall perform the following functions:

(a) Formulate department policy within the framework of college, campus, and University policies; and formulate recommendations, for transmission to the College Dean through the Department Chairperson, in the areas of academic programming, future directions of the department, student concerns relevant to the department, course proposals, and textbook policy.

(b) Formulate recommendations, for transmission to the College Dean through the Department Chairperson, in the areas of budgetary design and staffing requirements.

(c) Advise the Department Chairperson with respect to course scheduling. If a difference of opinion arises between the Chairperson and a faculty member with respect to an individual teaching schedule, where time permits, the matter shall be referred to the DPC. If either the faculty member or the Chairperson is dissatisfied with the recommendation of the DPC, either or both may appeal the matter to the College Dean who shall meet with the Department Chairperson and those faculty members whose schedules are directly affected before rendering final resolution. In emergency situations, as for example just prior to the start of a semester, the matter shall be referred directly to the College Dean who shall make a reasonable attempt to consult with the affected parties prior to final resolution.

(d) Advise the Department Chairperson in his evaluation of the department's non-teaching personnel and in formulating staffing requirements for such personnel.

10.13 If the DPC does not comprise the entire department, it shall consult with department members who are not DPC members on matters within the Committee's area of responsibility.

10.14 The Department Chairperson shall chair the DPC except when the DPC is acting to resolve a dispute between the Department Chairperson and a faculty member in which case the DPC shall elect an ad hoc chairperson for that purpose.

10.15 The DPC shall elect a secretary from among its membership to take minutes of all DPC meetings. The minutes shall reflect those present and those absent, in addition to all substantive deliberations. Such minutes shall be circulated to all full-time faculty in the Department. Approved minutes shall be held on file in the department office and in the office of the College Dean.

10.16 The DPC shall determine the extent and manner of student participation in the DPC and its subcommittees (if any) in consultation with the majors of the department.

10.17 The DPC shall establish its rules of operation, provided that they are consistent with this Agreement and with University policies and regulations.

10.18 There shall be at least two meetings of the DPC each semester. On petition by at least 25% of the full-time faculty of the Department, the Chairperson shall convene a meeting of the DPC. All members of the DPC and of its subcommittees (if any) shall receive timely notice of all meetings.

10.2 Department Status Committee (DSC).

10.21 Each department in colleges with department structure and the non-departmentalized campus faculties of the College of Education shall elect a Department Status Committee (DSC) as follows:

(a) The Department Status Committee (DSC) shall consist of one-third (1/3) of the department, or a minimum of five (5) full-time faculty members, exclusive of the Department Chairperson. In any department with less than five (5) full-time faculty members, all shall serve on the Committee. Two-thirds (2/3) of the Department Status Committee (DSC) shall be associate professors or professors and one-third (1/3) shall be assistant professors or instructors. Where the distribution of ranks in the department or the size of the department makes the foregoing proportions impossible to implement, the department shall elect representatives to the

Department Status Committee (DSC) in such a way as to approximate the proportions stated above, giving priority to the representation of associate professors and professors. The faculty Department Status Committee (DSC) members shall be elected annually by secret ballot of the full department between May 1 and May 15 of each year.

(b) In the case of multi-discipline departments, each discipline with more than one (1) full-time faculty member shall be represented, increasing the membership if necessary.

(c) To ensure rotation of Department Status Committee (DSC) membership where possible, and subject to the availability of department members willing to serve, at least one-third (1/3) of the elected members of the Department Status Committee (DSC) shall not have served as members of the Department Status Committee (DSC) in the previous year. In cases of conflict, the rank distribution and discipline representation requirements shall take precedence over the need for membership rotation.

(d) The campus faculties of the College of Education shall be considered departments for purposes of personnel recommendations. The specific governance structure of Edward Williams College is described in Appendix E.

10.22 Emeritus, Adjunct and "Retired" faculty members are not eligible for DSC membership.

10.23 The Department Chairperson may vote for Department Status Committee (DSC) members, but he shall not serve on the Committee.

10.24 There will be one (1) student representative on the Department Status Committee. This student shall be a major in the department and shall be selected by the Student Government. For departments with no majors, the student representative shall come from outside the department and may come from outside the college.

10.25 Faculty members of the Department Status Committee (DSC) shall be full-time faculty members who have previously served at least one (1) full academic year at the University before their term on the Committee begins. Students serving on the Department Status Committee (DSC) shall have been enrolled as full-time students for at least the previous full year, shall be in their junior or senior year at the time of service, and shall have eligibility established in accordance with minimum standards established under Section 11.18.

10.26 The Department Status Committee (DSC) shall elect its own chairperson and secretary and establish its rules of operation, provided that they are consistent with this Agreement and with University policies and regulations.

10.27 All members of the Department Status Committee (DSC) shall receive timely notice of all meetings.

10.3 Faculty Status Review. Faculty status review includes recommending on renewal, nonrenewal, promotion, tenure and sabbatical leaves for full-time faculty. Refer also to sections 8.23, 8.27, 8.32, 8.33, 8.7, 7.9.

10.31 Yearly Faculty review begins in the Fall Semester as per Appendix A. The Department Chairperson shall forward to the Department Status Committee (DSC) the names of all members of the department who, under University and College regulations and under provisions of this Agreement, must be reviewed for renewal or non-renewal, tenure, or sabbatical leaves, and names of those the Chairperson believes should be reviewed for promotion and emeritus status. At the same time, the Department Chairperson shall advise each affected faculty member in writing that his case is to be reviewed.

Faculty members with a faculty status grievance "in judiciary" shall not be reveiwed for promotion in that year. (Section 15.52 (a) (3)).

For faculty members with non-standard employment dates (e.g. mid-year) or 12-month faculty members, the Department Chairperson and the DSC shall adhere to the following guidelines when determining eligibility for the various personnel procedures listed above:

(a) Faculty review and recommendations shall, insofar as possible, be coordinated with the standard calendar of University personnel actions.

(b) For purposes of tenure, promotion, and sabbatical leave, units of measurement shall be full academic semesters. Faculty members appointed after the fourteenth (14th) calendar day of an academic semester shall begin accumulating time for the above actions effective with the next full semester of contractual service.

(c) Twelve-month faculty shall accrue credit for two (2) academic semesters for each 12-month period of service.

(d) Faculty members appointed after the fourteenth (14th) calendar day of the Fall Semester shall be accorded first year review in the following academic year. For these faculty members the judgment on renewal or termination for the succeeding academic year shall be made jointly by the Department Chairperson and the Department Status Committee (DSC) and recommended to the College Dean, who will in turn recommend to the Vice President for Academic Affairs. Notification to such faculty members must be made by March 31.

The Department Status Committee (DSC) may choose to review additional individuals, and a member of the department may petition the Committee on his own behalf, with a copy to the Department Chairperson, according to the deadlines listed in Appendix A. If the Department Status Committee (DSC) initiates the review of an individual, he shall be notified in writing by the chairperson of the Committee, with a copy to the Department Chairperson. If the matter for review is discretionary, the faculty member may request that his name be withdrawn from consideration.

The Department Chairperson shall provide the DSC with the individual's official personnel file from the office of the Dean (Section 8.71) and with the chair's written preliminary recommendation. If the Department Chairperson is subject to a faculty status review there shall be no preliminary or final chair's recommendation on his or her case. However, the Chairperson shall adhere to Section 10.32.

10.32 A faculty member subject to faculty status review shall prepare a current Faculty Activity Summary (Appendix F) and may submit a written statement regarding his case to the Department Status Committee (DSC) and to the Department Chairperson according to the deadlines listed in Appendix A.

10.33 A member of the Committee shall absent himself in the deliberations of the Committee when his own case is being considered. However, he shall have the same opportunities to support his case as any other faculty member.

10.34 The Committee shall consider all personnel matters in closed session. All deliberations of the Department Status Committee (DSC) shall be confidential, except as otherwise provided in this Agreement. The Committee shall grant any faculty member's request for a personal appearance with regard to his own case. The Committee may question the Department Chairperson concerning his preliminary recommendation or other personnel information concerning the affected faculty member.

10.35 (a) In arriving at its judgments, the Committee shall consider peer evaluations; student evaluations; department, college, and University service; any special conditions which were specifed in writing at the time of initial appointment; department, college, and University criteria; professional attainment; and scholarly productivity. Recommendations of all faculty members in the department may be sought.

In cases of requests for sabbatical leaves, only the faculty member's updated faculty activity summary and the standard request for sabbatical leave form (Appendix G) shall be required for consideration.

(b) The Committee recommendation in each case shall be made in writing by the Committee chairperson and shall be signed by all members of the Committee present and voting. It shall give the exact vote in each case, while assuring the anonymity of individual votes, and shall give specific and detailed reasons for the positive and the negative votes and for abstentions making direct reference to the faculty status criteria found elsewhere in this Agreement as appropriate. The members of the Committee opposing the majority judgment may submit a minority report which shall be attached to the majority recommendation. The DSC recommendation shall be transmitted by the Committee chairperson to the Department Chairperson.

10.36 The recommendation of the Committee and that of the Department Chairperson shall be forwarded to the College Dean by the Department Chairperson according to the deadlines of Appendix A. The recommendations must be accompanied by all supporting documentation including:

(a) The faculty member's own statement, if any, and an updated faculty activity summary prepared by him using the format of Appendix F.

(b) The results of any recent classroom observations by faculty colleagues, including the Department Chairperson.

(c) The Department Chairperson's preliminary recommendation to the Committee.

(d) A summary of student evaluations.

(e) A report of peer evaluations as specified in Section 10.37.

10.37 The AAUP and the Administration concur that peer evaluation is an essential part of the evaluation process. This process shall include techniques such as analysis of course outlines, assignments, examinations, grading standards and techniques, classroom observation and may include other evidence of teaching proficiency. It shall also include an evaluation of the faculty member's participation in and contributions to departmental affairs, and his success in meeting standards of scholarship and professionalism.

When classroom observation is made, it shall be done by faculty colleagues, one of whom may be the Department Chairperson, at times convenient to the concerned faculty member. Assignment of those who shall make such classroom observations is to be made by the Department Chairperson in consultation with the Department Status

Committee (DSC). A report of such observation shall be made in writing and shall become part of the faculty member's personnel file. A copy of the report shall be given to the faculty member.

10.38 Student Evaluation of Faculty. A standard instrument for student evaluation of faculty shall be administered university wide once each academic year. Implementation and use of student evaluations of faculty shall be consistent with the guidelines established in the report of the joint AAUP-Administration Committee on Student Evaluation of Faculty received by the parties August 9, 1979. These student evaluations shall be used in the faculty status process as available. The instrument to be administered shall be determined by the MAD Commitee.

10.39 The Department Chairperson shall advise the affected faculty member in writing at the time the recommendations are forwarded to the College Dean (Section 10.36). The faculty member shall be provided with and shall receipt a copy of the recommendations, and they shall be placed in his personnel file. The faculty member shall then have the opportunity, if he so desires, to submit a further statement regarding his case to the College Faculty Status Committee, with copies to the Department Status Committee (DSC), the Department Chairperson, and the College Dean. Such statement must reach the CFSC in accordance with the deadlines specified in Appendix A.

10.4 New Appointments of Full-Time Faculty.

10.41 The DPC shall review department faculty needs and, if replacement or additional staff is needed, frame requests, with justification, to be transmitted to the College Dean by the Department Chairperson. Department requests shall be transmitted to the College Educational Planning Committee by the College Dean for review.

10.42 When a faculty slot has been authorized by the Administration to fill a department vacancy or when a new slot has been authorized, the Department Status Committee (DSC) shall join with the Department Chairperson to serve as a screening committee for applications. The screening committee shall:

(a) Review the department requirements for the position and write a description of such requirements, including disciplinary background and prior experience.

(b) Review and comply with University policies and procedures as they pertain to applicable law and affirmative action requirements.

(c) Seek the advice of other members of the Department, where appropriate.

(d) Work with the Campus Personnel Services Office in developing appropriate advertising for full-time and part-time faculty. The Department Chairperson may review all resumes received.

(e) Take into consideration the rank criteria specified in this Agreement, and recommend the rank (consistent with the slot authorization) at which each recommended individual is to be hired.

10.43 The screening committee shall prepare a slate of candidates for presentation to the College Dean. The slate may be ranked. If the screening committee is unable to submit more than one candidate, it shall include detailed reasons in its recommendations to the College Dean.

10.44 In reviewing the department recommendation, the College Dean shall consider:

(a) Department, college, and University criteria for the selection of faculty (Section 8.27).

(b) Stated department and college needs.

(c) University policies and practices with respect to affirmative action.

(d) Criteria with respect to rank and salary guidelines.

10.45 The College Dean shall respond to the department slate within fifteen (15) working days. If the College Dean does not concur with the ranking of the screening committee, he shall give reasons in detail and in writing. If, after consultation, the screening committee does not agree to the modifications requested, it may appeal to the Vice President for Academic Affairs (or his designee). If the screening committee does not rank the candidates, the College Dean shall select an acceptable candidate. If the College Dean accepts no candidate from a slate, he shall provide reasons in detail and in writing. The screening committee may then appeal to the Vice President for Academic Affairs (or his designee) or prepare a new slate.

10.46 The Vice President for Academic Affairs shall consider the recommendations of the department screening committee and of the College Dean, and shall respond to the College Dean within fifteen (15) working days after receipt of the recommendations.

10.47 If a new department is being created, the College Dean, in consultation with the College Educational Planning Committee, shall appoint an ad hoc screening committee consisting of five (5) members of the College Faculty to act in lieu of the department screening committee. The ad hoc committee shall follow the procedures above.

10.5 Appointment and Retention of Part-Time Faculty.

10.51 Notwithstanding Sections 10.52 and 10.53, part-time faculty shall not be construed as being included within the bargaining unit.

10.52 The Department Status Committee (DSC) shall provide the Department Chairperson with a list of individuals recommended by it for part-time employment in the department. To assist the Committee in this function, the Department Chairperson shall make available to the Committee applications received for part-time employment. In emergency situations, as for example when a vacancy occurs just prior to the start of a semester, in the absence of an available candidate for part-time employment on the list of recommended candidates, the Department Chairperson shall exercise his discretion in filling the vacancy. The Department Chairperson shall advise the Department Status Committee (DSC) of such appointment. The recommendations of the Department Chairperson shall be forwarded to the College Dean.

10.53 At the end of each academic year, the performance of all part-time faculty in the department is to be reviewed by the Department Status Committee (DSC) with the advice of the Department Chairperson. The list of individuals recommended for part-time employment in the department shall be revised on the basis of this review and a copy of the list shall be forwarded to the College Dean.

10.6 Appointment of Department Chairpersons.

10.61 The decision to appoint a Chairperson from within the department or to conduct a "mixed" search shall be a joint decision of the College Dean and the Department. The College Dean shall convene a meeting of the department for the purpose of achieving mutual understanding regarding the future of the department, the role of the Chairperson in achieving departmental, College and University objectives, and appropriate characteristics to be sought in the Chairperson. In the event that the majority of the full-time faculty of the department disagrees with the Dean's decision, the Vice President for Academic Affairs (or his designee) shall make a final decision. In the case of multi-campus colleges, the Dean may delegate the responsibilities of Sections 10.6 and 10.7 to line Assistant/Associate Dean(s).

10.62 Both parties agree that the appointment of a Department Chairperson should be made by the College Dean after consultation with the department, and a reasonable effort should me made to appoint chairpersons who are acceptable to both parties. Prior to the appointment of an individual, the College Dean shall meet with the department to discuss his choice(s) with the department. In the event that the majority of the full-time members of the department disagree with the Dean's choice, the Vice Priesident for Academic Affairs (or his designee) shall make the final decision.

10.63 If the appointment of a Deputy or Acting Chairperson is necessary, the Department Chairperson shall consult with the department and recommend an appointment to the College Dean, who shall make the appointment if he concurs. Acting Chairpersons should normally be appointed for no more than one semester.

10.64 When the decision has been made to conduct a "mixed" search for a chairperson, the selection process shall be as described in Section 10.42 except that the chairperson of the DSC shall serve as the chairperson of the screening committee and the College Dean shall solicit applications for the position (Section 10.42(c) and provide such other administrative support as might otherwise be provided by the Department Chairperson in the case of recruitment of new faculty.

10.65 The term of office for a Department Chairperson shall be at the discretion of the College Dean; initial appointments shall normally be for three years. At the end of each year of a chairperson's term, the chairperson may be evaluated by the College Dean, with a written summary of the evaluation placed in the chairperson's personnel file. In the faculty status process, there shall be clear distinction between administrative and faculty performances.

10.66 At the end of any academic year, if two-thirds (2/3) vote of the full-time members of the department vote for removal of the chairperson, the College Dean shall consult with the chairperson and the department, and review the appointment. If the Dean concurs, the chairperson shall be removed, and a memo shall be placed in the chairperson's personnel file stating the action and a summary of the reasons for the action. After the Dean's Decision tow retain the chairperson in office, if two-thirds (2/3) of the full-time faculty members of the department vote again to remove the chairperson, written statements from the department, the chairperson, and the College Dean shall be sent to the Vice President for Academic Affairs (or his designee) who shall review the appointment; his decision shall be final.

10.7 Department Chairpersons

10.71 In view of the fact that the Chairpersons have extensive administrative duties, they are expected to be on campus sufficient days and hours per week to carry out their departmental administrative activities as well as their teaching. They shall arrange their schedules to fit the needs of the college, as determined in advance with the College Dean.

10.72 The following are the minimum responsibilities of Department Chairpersons. Any modification of these responsibilities must be consistent with the terms and conditions of this Agreement.

(a) As department leader, the Chairperson is a facilitator and implementor of department policies and a spokesman for the department within the University and the larger academic community. He speaks in the name of the department when responding to inquiries.

(b) He is responsible for the coordination of the day and evening activities of the department, and for such other duties as described in this Agreement.

(c) He calls to the attention of his colleagues opportunities for professional development and professional association, and encourages professional development and curriculum design, review, and revision, as appropriate.

(d) He chairs the Department Policy Committee, working cooperatively in formulating recommendations to the department in the areas of academic programming, budgetary design, future directions of the department, student concerns as they relate to the department, new courses, course deletions, and textbook policy.

(e) He developes, in consultation with the Department Policy Committee, the budget proposal for submission to the College Dean, and implements the approved department budget.

(f) He convenes and chairs meetings of the department.

(g) He reviews, with the Department Policy Committee, the staffing requirements of the department, and makes recommendations to the College Dean.

(h) After consultation with the individual members of the faculty, he prepares teaching schedules for the department, giving due regard to the best interests of the student population.

(i) He makes independent recommendations with respect to faculty status matters and fulfills such other responsibilities concerning faculty status matters as described in this Agreement.

(j) Pursuant to Section 10.5, he is responsible for recommending the appointment of part-time faculty.

(k) He supervises secretarial and other supportive staff (Section 8.84).

(l) On behalf of the department, he approves course substitutions and waivers for curricula of the department, based on the academic justifications of the students' requests.

(m) He shall be aware of the professional responsibilities and activities of the members of the department as specified in Section 7.9.

10.73 The Department Chairperson normally may teach one course per summer term.

10.74 Implementation

(a) The parties agree to participate in the formation of a document summarizing the principal duties and responsibilities of the Department Chairperson, which document should include the minimum responsibilities as specified in Section 10.72 and such departmental, college, campus, and University policies and procedures which are necessary and incidental to the coordination of departmental activities.

(b) The parties agree that the matter of 11 and/or 12-month appointments for the Chairperson shall be submitted to the MAD committee for its review during the term of this Agreement. During the appointments of Chairpersons for more than 10 months. Before making such appointments, the Administration will confer with the MAD committee regarding questions of compensation, duties, load, etc.

10.8 The College of Science and Engineering will implement the full process in the first year, with the new Chairperson taking office in Summer 1985, according to the policies and procedures defined in Section 10.74. It is agreed that the implementation must be in an entire college, rather than separate departments within a college.

ARTICLE 11

COLLEGE GOVERNANCE

11.1 The College Faculty.

11.11 The faculty of each college shall be responsible for formulating its own bylaws. Such bylaws shall be consistent with University policies and regulations and with the terms of this Agreement. Following the formulation of said bylaws, the College Faculty shall transmit them to the College Dean, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms of this Agreement. In the event that an inconsistency is found, the bylaws shall be returned to the College Faculty with specific recommendations for change.

11.12 Each college shall have at least the following standing committees. No faculty member shall serve simultaneously as Chairperson of more than one of these committees:

(a) College Faculty Status Committee (CFSC).

(b) College Educational Planning Committee (CEPC).

(c) College Committee on Courses and Curricula (CCCC).

11.13 The standing committees of the college shall report to the College Faculty at least once a year.

11.14 The College Dean shall call a meeting of the College Faculty at least twice each semester. The first meeting of the Fall semester shall be held within the first two weeks of the beginning of the semester. The purpose of this meeting shall be to introduce the members of the standing college committees (CEPC, CCCC) and allow the College Faculty to charge the committees with items for consideration in the following year. The purpose of the other meetings shall be to discuss with the faculty such matters of concern to the college as trends in the academic program, future directions of the college, student academic needs, enrollment patterns of the college and the University, and college budgets.

11.15 At the beginning of each semester, the College Dean shall publish a schedule of regular college meetings for the semester.

11.16 Expect for the first meeting of the Fall semester, all standing and ad hoc committees of the college shall submit agenda items to the College Dean for distribution to the College Faculty at least ten (10) days prior to the meeting of the College Faculty.

11.17 Special provisions for the governance of the School of Dentistry, Dreyfuss College, Edward Williams College, the Public Administration Institute, and the Institute for Hotel and Restaurant Management are to be found in Appendices C, D, E, H, and J, respectively. Any other degree granting units which are formed during the term of this Agreement shall operate with governance structures to tbe approved by the M.A.D. Committee.

11.18 Minimum standards for student participation on standing and ad hoc committees of the college shall be as follows: a cumulative grade point average of 3.0 and good standing.

The college may, in consultation with the student government(s), set higher standards. The student government(s) shall establish selection procedures for student representatives.

11.2 College Faculty Status Committee (CFSC).

11.21 Composition.

(a) The CFSC shall be composed of five (5) tenured professors or associate professors, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank, and one (1) student from the college selected by the Student Government. Adjunct, emeritus and "retired" faculty members are not eligible for election to the CFSC. (Also see Section 14.22(k)).

(b) In the case of the tri-campus College of Education, the CFSC shall consist of two (2) tenured associate professors or professors from each campus, two (2) other faculty members who are either tenured assistant professors or untenured faculty members without regard to rank elected from the College faculty at large, and one (1) student. The tenured associate professors or professors shall be elected by and from their respective campus constituencies, and no more than one (1) at-large faculty member shall be from any one campus. (See 14.22 (k)).

(c) In the case of the tri-campus College of Business Administration the CFSC shall consist of nine (9) faculty members (three from each campus) and three (3) students (one from each campus). Two of the faculty representatives from each campus shall be tenured professors or associate professors and one (1) from each campus shall be a tenured assistant professor or an untenured faculty member without regard to rank. The campus representatives shall be elected by the College faculty of the campus. (Also see Section 14.22 (k)).

(d) The untenured faculty members of the CFSC shall have had at least one (1) academic year of service in the college prior to commencement of their service on the Committee.

(e) There may be no more than one (1) faculty member on the CFSC from any one department. In the case of tri-campus colleges, this limitation shall apply to campus units which are departmentalized. Department Chairpersons shall not be eligible for membership on the CFSC.

The following procedures shall be used to preclude election of more than one faculty member from a department:

(1) If two (2) faculty members from the same department within the same category of rank (junior, senior) receive the same number of votes, the winner shall be determined by a blind draw.

(2) If a junior faculty member and a senior faculty member from the same department are elected, the one to serve shall be determined by a blind draw.

(3) In either case, the vacancy created by the faculty member losing the draw shall be filled by the eligible faculty member receiving the next highest number of votes.

(f) Terms of office for faculty members of the CFSC shall be three (3) years and shall be staggered.

(g) Student members shall serve for terms of one (1) year.

(h) The CFSC shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 1, and which shall be convened by the College Dean.

(i) Election of faculty members shall follow the procedure specified in Section 14.2.

(j) Faculty members shall not be members of the CFSC during any year in which they are considered for promotion or tenure.

(k) If a faculty member who has been elected to serve on the CFSC is ineligible to serve during a year when he or she is on leave or is being considered for promotion or tenure, he or she shall be replaced by an alternate. The alternate shall be the individual who was not elected to the CFSC when elections took place but received the largest number of votes among those who failed to win election and are not in the same

department as any other member of the committee. If no eligible alternate exists, a by-election shall be held. The alternate shall serve on the CFSC only for the period during which the faculty member originally elected is ineligible.

11.22 Responsibilities and Operation of the College Faculty Status Committee.

(a) The CFSC shall:

(1) Review the appropriate materials, including those which it receives from the College Dean pursuant to Paragraph 11.22 (c), and make recommendations regarding matters of renewal, non-renewal, promotion, tenure, emeritus status, and sabbatical leaves of members of the bargaining unit within the College.

(2) Serve as an advisory committee to the College Dean and CEPC in reviewing general staffing policies, and be responsible for such other matters as may be assigned to it in this Agreement.

(b) In all personnel matters, the recommendation of the CFSC shall constitute the recommendation of the College faculty.

(c) The College Dean shall transmit to the CFSC the department recommendations and supporting materials on faculty status matters. If the Department Chairperson's final recommendation and the recommendation of the DSC do not agree, then the faculty member shall be permitted to have a personal appearance before the CFSC to make a statement. In addition, the College Dean shall present a written preliminary recommendation with respect to each personnel matter to be deliberated upon by the CFSC. After the CFSC has considered the Dean's written preliminary recommendations, the Dean may appear before the committee to discuss the recommendations.

(d) The College Dean's preliminary recommendation shall be based upon considerations of individual merit and, where appropriate, his analysis of such college-wide concerns as enrollment patterns, class size statistics, staffing patterns, and budgetary considerations. He shall make all relevant information available to the CFSC in making his preliminary recommendations to it.

(e) In each personnel case, the CFSC may:

(1) Return the matter to the department with a request for additional information or justification, or for reconsideration under Paragraph 11.22 (f); or

(2) Make an independent judgment and transmit it to the College Dean pursuant to Paragraph 11.22 (i).

(f) The Committee shall consider any statement submitted by the faculty member in accordance with Section 10.39.

(1) If the statement alleges that, in reaching its recommendations, the Department Status Committee (DSC) or Department Chairperson failed to follow the appropriate evaluation procedures and standards, the CFSC initially shall determine only whether there is merit to the allegation and not seek to substitute its judgment on the merits of the faculty member for that of the Department Status Committee (DSC) or the Department Chairperson. If the CFSC finds that the allegation has merit, it shall request reconsideration by the Department Status Committee (DSC) or Department Chairperson and specify the respects in which the Department Status Committee (DSC) or the Department Chairperson failed to follow the appropriate procedures and standards. Once there has been an opportunity to remedy the alleged procedural defect, the case shall be considered on its merits by the CFSC.

(2) If the statement of the faculty member contains information which had not been available to the Department, the CFSC shall request reconsideration by the Department Status Committee (DSC) and the Department Chairperson, or it shall consider the case at that time and notify the Department Status Committee (DSC) and the Department Chairperson, giving them the option for revised recommendations.

(g) Any faculty member of the CFSC must absent himself during deliberations involving members of his own department. A student member of the CFSC must absent himself from the deliberations of the Committee if he is a member of the Department Status Committee (DSC) which acted on the case of the faculty member being considered or if he is majoring in the discipline of the faculty member being considered. These provisions shall not apply to non-departmentalized units. In such cases, a member of the CFSC may not also serve on a DSC on his own campus. A faculty member must absent himself when his own case is being considered.

(h) (1) The recommendation of the CFSC shall be stated in writing by the Chairperson of the Committee and shall be signed by all members present and voting. In its deliberations, the Committee shall refer to the appropriate

standards and criteria in the Agreement, and shall state the reasons for its recommendation with particularity, and shall provide the expressed reasons for any negative votes. The recommendation shall state the exact vote of the Committee while preserving the anonymity of the individual votes. The members of the CFSC opposing the majority opinion may submit a minority report which shall be transmitted to the College Dean by the Chairperson of the CFSC.

(2) A majority of the membership of the CFSC shall constitute a quorum, except that, on a given case, the definition of committee membership for purposes of defining a quorum shall take into account only those faculty and student members eligible to vote.

(i) Each action of the CFSC, whether it constitutes an effective recommendation of the College faculty or not [Paragraph 11.22 (n)], shall be sent to the College Dean in accordance with the deadlines in Appendix A.

(j) The College Dean shall advise the affected member and the member's department of his recommendation and of that of the CFSC at the time he forwards these recommendations to the Vice President for Academic Affairs. The member shall be provided with copies of these recommendations and copies shall be placed in his personnel file.

(k) Specific procedural guidelines for the operation of the CFSC may be established by the College Faculty and the Committee, and shall be consistent with University policies and regulations and with the provisions of this Agreement. All members of the CFSC shall be given timely notice of the meetings. Specific procedural guidelines for the operation of the CFSC, when established, shall be distributed to all Faculty of the College.

(l) All deliberations of the CFSC shall be confidential except as otherwise provided in this Agreement.

(m) In the event that the CFSC and the College Dean concur, the Vice President for Academic Affairs shall approve their recommendations, except in unusual circumstances for compelling reasons which shall be stated in writing and forwarded to the College Dean, the CFSC, the department, and the affected faculty member. The reasons must arise from overriding University-wide concerns with respect to enrollment patterns, class sizes, curriculum or discipline needs, and specific faculty status criteria found elsewhere in this Agreement.

(n) In the event that the CFSC fails to make an effective recommendation owing, for example, to a tie vote or to abstensions by a majority of the Committee, the recommendation of the College Dean shall be regarded as the effective recommendation of the college and the provisions of Paragraph (m) above shall apply.

(o) If the College Dean does not agree with the recommendations of the CFSC on a faculty status matter, he may meet with the Committee in an informal attempt to reach agreement.

(p) In the event that the informal process described in Paragraph (o) above does not lead to a resolution of the disagreement, the appropriate Campus Provost shall convene and chair a meeting of: the CFSC; the College Dean; the Associate Dean, if involved in the Faculty Status review process; Chairperson of the Department Status Committee (DSC); and the Department Chairperson, in an attempt to achieve agreement. The affected faculty member shall have the right to be heard, and no statements made at this conference by the faculty member or any other person shall be admissible in evidence in any subsequent grievance proceeding. After the conference, the CFSC and the College Dean shall reconsider their recommendations and report their conclusions to the Campus Provost. The Campus Provost shall prepare a record stating the fact that the conference took place, those present, and results thereof. If resolution is achieved, the recommendation shall be transmitted to the Vice President for Academic Affairs for action pursuant to Paragraph (m) above.

(q) If, after the conference described in Paragraph (p) above, there is still disagreement between the CFSC and the College Dean, the Vice President for Academic Affairs shall make a decision based upon the various recommendations and supporting documents, giving great weight to the recommendations of the CFSC and the College Dean. His reasons for disagreeing with either of these two recommendations shall be based upon overriding University-wide concerns with respect to enrollment patterns, class sizes, and curriculum and discipline needs, and specific faculty status criteria found elsewhere in this Agreement. Such reasons shall be stated with particularity and transmitted to all parties.

11.3 College Educational Planning Committee (CEPC).

11.31 Composition.

(a) The CEPC shall be composed of six (6) faculty members, two (2) students, and the College Dean (ex-officio, without

vote), exclusive of the liaison members cited in Paragraph 11.31 (d). (See 14.22 (k)).

(b) In the case of the tri-campus College of Education, faculty representation on the CEPC shall consist of two (2) faculty members from each campus, elected by and from each campus constituency of the college, and one (1) faculty member elected from the college at-large and one (1) student from each campus, exclusive of the liaison members cited in Paragraph 11.31 (d). (See Section 14.22 (k)).

(c) In the case of the tri-campus College of Business Administration, the CEPC shall consist of nine (9) faculty members (three from each campus) and three (3) students (one from each campus), exclusive of the liaison members cited in Section 11.31 (d). (See Section 14.22 (k)).

(d) There shall be one (1) faculty member from the CFSC and one (1) faculty member from the CCCC, elected by these bodies, who shall serve in a liaison capacity, with vote, as members of the CEPC. Except for the designated liaison members, no faculty or student members of the CFSC shall serve concurrently on the CEPC and no faculty members of the CCCC shall serve concurrently on the CEPC.

(e) Faculty members who are eligible to serve on the CEPC shall hold the rank of Assistant Professor or higher and shall have completed at least two (2) years of full-time faculty service in the College. In departmentalized units, no two (2) representatives, excluding liaison members, shall be from any one department. Emeritus and "Retired" faculty members are not eligible for election to the CEPC.

(f) Student members who are eligible to serve on the CEPC shall meet the requirements cited in Section 11.18.

(g) Faculty members (not including the CFSC and the CCCC liason representatives) shall be elected to staggered three year terms according to the provisions of Section 14.2. The faculty members representing the CFSC and CCCC shall be elected on an annual basis. Student representatives shall serve for one-year terms.

(h) The CEPC shall elect a chairperson and a secretary at its first meeting of the Fall Semester, which shall be convened by the College Dean no later than October 1.

11.32 Responsibilities of the College Educational Planning Committee.

(a) The CEPC shall engage in short-term and long-term planning for the college, projecting faculty staffing requirements, equipment needs, facilities needs for new or modified academic programs, needs for additional resources and the means by which the college academic program can accommodate itself to enrollment patterns, as well as other relevant factors. The College Dean shall share with the CEPC the college budgetary and enrollment data necessary to perform this function.

(b) The CEPC, in cooperation with the College Dean, shall prepare, review or revise the College Planning Report annually. The Planning Report shall cover no less than the next three academic years and shall address at least those responsibilities specified in (a) above. It shall be developed within the context of all responsibilities in this Section.

(1) The College Dean shall present a working draft of a revised Planning Report to the CEPC no later than the 10th class day of the Spring Semester. The CEPC shall review the working draft in consultation with the Dean. It shall make such modifications and revisions to the draft as it deems appropriate and, together with an explanation of the alterations, shall present this revised version of the Planning Report to the College Dean no later than ninety (90) days after receipt of the Dean's working draft. The CEPC may endorse the Dean's working draft as received. If the CEPC does not submit a revised Planning Report within the time specified above, the Dean shall prepare a final Planning Report, which shall be the Report of the College. The Planning Report shall be made available to the College faculty.

(2) Section 11.33 shall apply to the revised Planning Report or an endorsement of the Dean's working draft except that the Dean normally shall respond to the CEPC regarding modifications or revisions in the Dean's working draft by October 30 of the following fall. The Dean also shall comment on the Planning Report in its entirety and on specific components, as appropriate, to a meeting of the College Faculty (Section 11.14).

(3) It is understood that approval of the Planning Report represents an intention to pursue a course of action, but not a commitment to specific future implementation decisions, e.g. budget allocations, facilities development, program approval.

(c) The CEPC shall plan within the context of budgetary and enrollment patterns; college, campus, and University missions; and campus and University policies. The Planning Report shall serve as the guideline for the CEPC as it fulfills the responsibilities assigned to it in the remainder of this Section and defined elsewhere in this Agreement.

(d) The CEPC shall review recommendations for the introduction, improvement, or curtailment of academic programs and curricula, which entail major reallocation of resources, including consideration of staffing needs.

(e) In consultation with the College faculty, the CEPC shall review proposals with respect to the academic direction of the college, including proposed changes in the core curriculum.

(f) The CEPC shall review proposals with respect to the organizational structure of the College in conjunction with the College faculty.

(g) The CEPC shall propose educational policies, college-wide academic standards and requirements, admission standards, and criteria and standards for honors work within the College, within the framework of campus and University policies. The CEPC periodically shall review and recommend a plan for course enrollment policies within the college. (Section 7.13).

(h) The CEPC shall review department requests for faculty slots as presented by the College Dean at appropriate times.

(i) The CEPC shall meet at least once each semester with the College Chairpersons to consider and participate in academic planning.

(j) The CEPC shall fulfill other responsibilities assigned elsewhere in this Agreement.

11.33 Operation of the College Educational Planning Committee.

(a) The CEPC may generate proposals on college-wide academic matters either directly or through sub-committees. The College Dean, departments, standing or ad hoc committees of the college, individual faculty members of the college, and individual students of the college may also submit such proposals to the CEPC.

(b) The CEPC shall carry on its work on matters within its areas of responsibility in close coordination with the College Dean.

(c) Recommendations of the CEPC shall be transmitted to the College Dean and the CAP.

(d) All regular meetings of the CEPC shall be open. However, the Committee may meet in executive session.

(e) The CEPC may seek the advice of the College Faculty on matters under its consideration. With respect to changes in organizational structure, the CEPC recommendations shall be brought before the College Faculty for its action. The College Faculty shall make its recommendations on such matters to the College Dean.

(f) The College Dean shall promptly inform the CEPC of his acceptance, suggestions for modification, or rejection of each CEPC recommendation. When the College Dean recommends to the appropriate administrative officer on a matter within his area of responsibility, the recommendation of the College Dean shall be accompanied by that of the CEPC. The CEPC shall receive a copy of the Dean's recommendation and it may make a further statement to the Dean for transmittal to the appropriate administrative officer.

(g) The College Dean shall inform the CEPC of the final decision with respect to its recommendations. Appeals of administrative actions shall be directed through the College Dean to the appropriate administrative level above that at which the decision was made. The appropriate administrative officer shall, after undertaking such review, make a final determination, providing detailed reasons in writing to the College Dean for transmission to the CEPC, or to the College Faculty in the case of a recommendation for college structural reorganization.

(h) The CEPC shall attempt to act expeditiously on matters presented to it, and it shall promptly inform the originators of proposals of its action on such proposals.

(i) Campus and University administrators who receive recommendations from the College Dean which are accompanied by recommendations of the CEPC shall report the current status of such recommendations within thirty (30) days and shall notify the appropriate chairperson, CEPC, and the College Dean of

such action. At the beginning of each semester the VPAA shall distribute to all department chairs, CEPC chairs, and College Deans a current status report of all pending major programmatic recommendations.

(j) External originators of proposals and others directly affected by proposals under consideration shall have the right to be heard by the Committee. The Committee may seek the advice of, and consult with, additional resource persons.

(k) Copies of the minutes of all meetings shall be made available to the College Faculty.

11.4 College Committee on Courses and Curricula (CCCC).

11.41 Composition.

(a) The CCCC shall be composed of three (3) or four (4) members of the College Faculty and one (1) student. In departmentalized units, no more than one (1) representative shall be from any one department. (See 14.22 (k)).

(b) In the case of tri-campus colleges, the faculty representation on the CCCC shall include one (1) faculty member from each campus. The student representation shall be subject to annual rotation among the campuses. (See 14.22 (k)).

(c) The faculty members must hold the rank of Assistant Professor or higher and must have been full-time members of the University faculty for no less than two (2) years prior to their term of service on the CCCC. Emeritus and "Retired" faculty members are not eligible for election to the CCCC.
(d) Faculty members shall serve in staggered three-year terms.

(e) The CCCC shall elect its own chairperson and secretary at its first meeting, which shall take place no later than October 1, and which shall be convened by the College Dean.

(f) Election of faculty members shall follow the procedures specified in Section 14.2.

11.42 Responsibilities.

(a) The CCCC shall review recommendations for new courses and new curricula, program and curriculum requirements, course deletions, course fees, and catalog descriptions pertaining thereto and recommend the approval, rejection, deletion, or modification of such proposals on behalf of the College Faculty.

(b) The CCCC shall monitor selected studies, independent studies, and advanced special project offerings.

11.43 Operation.

(a) The CCCC shall make its recommendations to the CEPC on proposals for new curricula or major modifications of existing curricula with a copy to the CAP.

(b) In cases of the review of specific courses, the CCCC shall make its recommendations directly to the College Dean.

(c) Copies of the minutes of all meetings shall be made available to the College Faculty.

11.5 College Research Committee.

11.51 Each college shall organize a committee on research. The committee shall be responsible for the following functions:

(a) It shall work cooperatively with the College Dean to explore ways to foster research and other creative activities within the college and to seek support for such activities.

(b) It shall provide assistance, as requested, to members of the College Faculty in the preparation of research proposals or proposals for other creative activities to be funded outside the University.

(c) It shall advise the College Dean in the assignment of load reduction for purposes of research. See Sections 7.61 and 7.61(c).

11.52 The composition of the College Research Committee shall be determined by the College Faculty of each college

ARTICLE 12

CAMPUS GOVERNANCE

12.1 Campus Faculty. Each campus shall have an organization called the Campus Faculty.

12.11 The Campus Faculty shall consist of all members of the bargaining unit as defined in this Agreement and all full-time faculty not in the bargaining unit. Members of the Campus Faculty are those whose primary appointments are on that particular campus. In addition, the Campus Faculty shall include all appropriate administrators as specified in Section 14.3.

12.12 It shall be the responsibility of each Campus Faculty to write its own bylaws. Such bylaws shall be consistent with University policies and the terms of this Agreement. A set of proposed bylaws shall be submitted to the Campus Provost, who shall review them for consistency with University policies and regulations. He shall also review them with the AAUP for consistency with the terms and conditions of this Agreement. In the event an inconsistency exists, the Campus Provost shall return the proposed bylaws to the Campus Faculty with recommendations for change. The bylaws shall include provisions for the following:

(a) The publication of the dates of Campus Faculty meetings in the campus bulletin.

(b) The preparation of an agenda for each meeting, which shall be published and distributed to the faculty at least 72 hours in advance of the meeting, if practicable.

(c) Maintenance of minutes of all meetings, copies of which shall be furnished to the members of the Campus Faculty, the President of the University, the Vice President for Academic Affairs, the Campus Provost, the College Deans, the AAUP, and others specified by the Campus Faculty.

12.13 Each campus faculty shall elect a Faculty Speaker, a Secretary, and any other officers specified in its bylaws, according to the procedure of Section 14.2. The faculty speaker may not be the Chairperson of a college or campus standing committee.

12.14 Each Campus Faculty shall hold at least two (2) meetings each year. Early in the Fall Semester, the Campus Provost or his designee(s) shall report on enrollment patterns and other pertinent information and shall introduce new faculty members. Late in the Spring Semester, the Campus Provost or his designee(s) shall report to the Campus Faculty on the state of the campus, including such matters as student enrollment, student personnel services, and academic support services.

12.15 Additional meetings of the Campus Faculty may be convened upon the petition of one-quarter (1/4) of the Campus Faculty, at the initiative of the Faculty Speaker, or upon request of the Committee on Academic Planning or of the Campus Provost.

12.16 All recommendations of the Campus Faculty, except those addressed to the Committee on Academic Planning (Section 12.17), shall be submitted to the Campus Provost in writing by the Faculty Speaker. The Provost shall forward those recommendations appropriate to other bodies. With respect to those matters under his immediate jurisdiction, the Provost shall give the recommendations of the Campus Faculty serious consideration, he shall consult with other affected constituencies, and he shall respond to the Campus Faculty in writing or in person within thirty (30) days of receipt of a recommendation, with respect to the status of the recommendation. Thereafter, if resolution of the matter requires more than thirty (30) days, he shall notify the Campus Faculty as soon as possible. The Campus Faculty, after reviewing the response of the Provost, may revise its recommendations and resubmit them, withdraw them, or appeal the matter to the Vice President for Academic Affairs for final resolution.

12.17 The Campus Faculty may recommend to the Committee on Academic Planning, with a copy to the Campus Provost, on matters within the jurisdiction of that committee, and it shall review and render advice on recommendations of the Committee on Academic Planning when requested in accordance with Paragraph 12.22 (e).

12.18 The Campus Faculty shall elect its representatives to the Committee on Academic Planning (CAP) and shall elect faculty representatives to the following committees:

(a) Committee on Library Service.

(b) Committee on Student Life and Welfare.

(c) Committee on Buildings and Grounds.

The above committees shall recommend to the Campus Provost with a copy to the CAP. On those matters within the areas of responsibility of the CAP, the CAP shall then follow the procedures of Section 12.25.

The Campus Faculty may establish additional committees on an ad hoc or permanent basis.

12.2 Committee on Academic Planning (CAP).

12.21 Composition.

(a) The Campus Faculty shall organize a Committee on Academic Planning (CAP), which shall have the following membership:

(1) For the Teaneck-Hackensack Campus, one (1) member from and designated by each CEPC on the campus, the Faculty Speaker, and six (6) additional faculty members at-large to be elected by the Campus Faculty; three (3) representatives selected by the student government, one (1) of whom shall be a graduate student and two (2) of whom shall be undergraduate students; and three (3) representatives selected by the professional staff.

(2) For the Florham-Madison and Rutherford Campuses, one (1) member from and designated by each CEPC on the campus, the Faculty Speaker, and six (6) additional faculty members at-large to be elected by the Campus Faculty; three (3) representatives selected by the student government, one (1) of whom shall be a graduate student and two (2) of whom shall be undergraduate students; and two (2) representatives selected by the professional staff.

(b) The elected faculty members shall hold the rank of assistant professor or higher and shall have been full-time members of the University faculty for not less than two (2) years prior to their term of service on the CAP.

(c) Terms of membership for the CEPC representatives shall be one (1) year; the faculty members elected at-large shall serve staggered three-year terms. The student and professional staff constituencies shall establish the terms and criteria for membership of their representatives.

(d) Election of at-large faculty members shall follow the procedures specified in Section 14.2.

(e) The CAP shall elect its own chairperson and secretary at its first meeting of the academic year, which shall take place no later than October 15 and which shall be convened by the Campus Provost. This chairperson may not be chairperson of a college or campus standing committee.

12.22 General Operation of the CAP.

(a) An agenda of each CAP meeting shall be furnished to all members of the Campus Faculty at least 72 hours in advance of the meeting, if practicable.

(b) All meetings of the CAP shall be open to the University community, except as executive sessions may be called.

(c) A majority of the membership of the CAP shall constitute a quorum. All actions of the CAP shall be taken by majority vote of the members present and shall be reported to the Campus Provost and shall be communicated to the originator(s) of the proposal in writing, with specific reasons given for the action of the Committee. Such communication shall take place within five (5) working days from the time of the vote.

(d) During its consideraton of a matter, the CAP may request the advice of the Campus Faculty.

(e) Upon request of one-third (1/3) of the CAP membership, a recommendation of the Committee shall be submitted to the Campus Faculty for review and advice prior to its transmittal to the Campus Provost. In such case, the Campus Faculty shall respond within a reasonable time frame set by the CAP, which shall not exceed thirty (30) days. If advice of the Campus Faculty is not forthcoming within the specified time period, the CAP's recommendation shall be transmitted to the Campus Provost.

(f) The CAP normally shall act on proposals of other bodies within thirty (30) days of their receipt.

(g) Copies of minutes of all meetings shall be furnished to the Campus Faculty, the President of the University, the Vice President for Academic Affairs, the Campus Provost, the College Deans, the AAUP, and others specified by the CAP.

(h) The CAP shall report to the Campus Faculty at least once a year.

12.23 Responsibilities of the CAP with Respect to University-wide Policy Recommendations. The CAP may recommend to the University Senate on matters of University-wide scope which are within the areas of responsibility of the Senate.

12.24 Responsibilities of the CAP for Campus-wide Academic Policies. The CAP shall:

(a) Serve as the educational policies committee for the campus in the specific implementation of mandated University policies and in the initiation of specific campus policies which are consistent with existing college and University policies.

(b) Serve as the educational policies committee for the honors program and similar campus-wide programs, recommending to the Campus Provost.

(c) Study means for addressing new student constituencies and make recommendations to appropriate academic bodies.

(d) Examine new approaches to enhance teaching and learning effectiveness and make recommendations to appropriate academic bodies.

(e) Meet at least once each semester with the Campus Council of Deans to consider and participate in short and long-term academic planning for the campus.

(f) Review proposals for campus-wide academic policies originating in colleges, departments, or other campus committees.

(g) Recommend to the Campus Provost with respect to facilities needs of new or modified academic programs.

12.25 Operation of the CAP for Campus-wide Academic Policies.

(a) In the areas of responsibility specified in Section 12.24, the CAP shall submit recommendations in writing to the Campus Provost.

(b) With respect to those matters under his immediate jurisdiction, the Campus Provost shall consult with other affected constituencies (if appropriate) and shall respond to the CAP in writing. For those matters not under his immediate jurisdiction, the Provost shall forward the recommendations to the appropriate bodies with his recomendation.

(c) The Provost shall report to the CAP in writing on the status of a CAP recommendation within thirty (30) days after he receives it. Thereafter, if a final determination of the matter requires more than thirty (30) days, he shall notify the CAP of the outcome as soon as possible.

(d) If the Campus Provost proposes changes in a CAP recommendation, the CAP may revise the recommendation and resubmit it, withdraw it, or appeal the matter to the Vice President for Academic Affairs for resolution.

12.26 Responsibilities of the CAP for Intercollege Cooperation.

The CAP shall:

(a) Develop recommendations to the colleges to promote intercollege cooperation.

(b) Review CEPC proposals which affect one or more other colleges on a campus.

12.27 Operation of the CAP for Intercollege Cooperation.

(a) If a college proposes a program change or a new program which seriously affects one or more other colleges on the campus, the Campus Provost shall submit the proposal to the CAP for its review before he acts on it.

(b) Copies of the proposal shall also be sent to the appropriate CEPC's and the College Dean(s) (and their campus delegates, if applicable) of the affected college(s) on the campus. The CEPC's and College Dean(s) (and delegates) may submit written comments to the CAP or request a meeting.

(c) The CAP shall review all pertinent material and submit its recommendation on the proposal to the Campus Provost for appropriate action.

(d) In the case of a CEPC proposal which requires CAP review, the Provost's action on the CAP recommendation shall be completed within thirty (30) days of its receipt.

(e) If a department, discipline, or other unit in a college believes a new program, program change, or program deletion proposed within another college will have a serious effect on one of its existing programs, it may request the CAP to conduct a hearing on the matter. The conclusions drawn by the CAP as a result of such a hearing shall be transmitted to the Campus Provost, who shall forward them to the Vice President for Academic Affairs, together with his own recommendation.

12.28 Responsibilities of the CAP for Intercollege Programs.

(a) The CAP shall review all proposals for intercollege programs on a campus after the specific colleges have acted upon them.

(b) The recommendation of the CAP on such a proposal shall constitute the recommendation of the Campus Faculty.

12.29 Operation of the CAP for Intercollege Programs.

(a) Proposals for intercollege programs shall be forwarded to the CAP by the Campus Provost together with the recommendations of the appropriate CEPC's and College Deans (and their delegates, if applicable) and with the Provost's own preliminary recommendation.

(b) The CAP shall review the proposal and recommendations. If the various recommendations are in agreement, the CAP shall concur, unless it has compelling reasons for not so doing. If there is disagreement among the various other recommendations, the CAP shall provide the effective faculty committee recommendation on the proposal.

(c) The CAP may request additional information from any of the CEPC's or administrators involved.

(d) The CAP shall forward its recommendation on the proposal to the Campus Provost, with copies to the others whose recommendations it received.

(e) The Campus Provost may either transmit the proposal and the CAP recommendation to the Vice President for Academic Affairs with his own recommendaton (a copy of which shall be sent to the CAP and to the originators of the proposal) or request the CAP to revise its recommendation. The CAP may resubmit the proposal with any revised recommendations to the Campus Provost, who shall then transmit it to the Vice President for Academic Affairs as provided above. The Campus Provost shall act upon a CAP recommendation within thirty (30) days of its receipt.

(f) The Vice President for Academic Affairs shall review the proposal and the various recommendations and supporting documents. He may approve the proposal, providing notification as appropriate, make recommendations for changes, or reject it. He shall give reasons in writing for either his recommendations for changes or his rejection. He shall act on the proposal within forty-five (45) days of its receipt.

(g) Should a proposal be rejected by the Vice President for Academic Affairs, the matter may be appealed to the President of the University by action of the Campus Faculty. The President shall respond in person or in writing to the Campus Faculty.

ARTICLE 13

UNIVERSITY SENATE

13.1 The AAUP and the Administration recognize the importance and support the continued operation of the University Senate as the major University-wide multi-constituency body recommending to the Board of Trustees on matters of educational policy.

13.2 The parties share a concern over the potential for conflict between their respective responsibilities in the collective bargaining relationship and the activities of the University Senate. For this reason, the following procedures shall be adopted:

(a) In the event that the Administration and the AAUP agree that a matter under consideration by the University Senate falls outside of the Senate's jurisdiction by virtue of its being an appropriate subject for collective bargaining under law or by virtue of its being encompassed directly or indirectly within this Agreement, they shall jointly advise the University Senate that further Senate consideration of the matter would be inappropriate.

(b) Should there be disagreement between the Administration and the AAUP as to whether a matter being considered by the Senate is a mandatory subject of collective bargaining under law or is encompassed directly or indirectly within this Agreement, and thus beyond the jurisdiction of the University Senaste, either party may choose to submit the matter to an arbitrator mutually agreeable to the parties to this Agreement. The decision of the arbitrator shall constitute the joint conclusion of the parties, and shall be communicated to the University Senate as in (a) above. The decision of the arbitrator shall, on the issue presented to him, be final and binding on the parties. The cost of the arbitration shall be borne equally by the parties.

13.3 The University shall not implement any Senate recommendation which conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty. Therefore, the following procedures shall be employed prior to implementation of a Senate recommendation:

(a) Any final Senate recommendation shall be forwarded by the Administration to the AAUP within two (2) weeks after its receipt by the Administration. With its transmittal to the AAUP, the Administration shall state its conclusions with respect to whether a Senate recommendation conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty.

(b) If the AAUP believes that any Senate recommendation conflicts directly or indirectly with the terms of this Agreement or with the University's statutory obligation to deal and bargain collectively with the exclusive representative of the faculty, it shall, within two (2) weeks after receipt of any such Senate recommendation forwarded to it pursuant to Paragraph (a) above, object in writing to the President of the University. If the AAUP does not so object within the time prescribed, it shall be deemed to have waived any objection and shall not thereafter litigate the issue in any forum.

(c) If the AAUP does, pursuant to Paragraph (b) above, object, the President of the University and the President of the AAUP or their respective designees shall then confer in an effort to reconcile their differences, if such are found to exist.

(d) In the event that there are differences between the parties which, pursuant to Paragraph (c) above, have not been resolved, the AAUP may within two (2) weeks of the conference notify the President of the University that it intends to submit the issue to arbitration. The issue shall be submitted to an arbitrator, mutually agreeable to each of the parties, provided, however, that where a final Senate recommendation concerns an issue which, pursuant to Paragraph 13.2 (b), was previously the subject of arbitration, the decision in the prior arbitration shall be final and binding and the issue shall not be relitigated.

(e) If there is disagreement as to whether or not the issue is the same as that previously litigated under Paragraph 13.2 (b), the matter shall be submitted to the same arbitrator who dealt with the case under Paragraph 13.2 (b), and who shall be asked to decide both the threshold question of arbitrability and the substantive dispute.

(f) The decision of the arbitrator shall be final and binding on both parties. The cost of the arbitration shall be borne equally by the parties.

13.4 The Administration shall consult with the AAUP with regard to any proposed amendment of the Senate Bylaws before such amendment is transmitted to the Board of Trustees for action.

13.5 The procedures of Sections 13.2 and 13.3 shall be the sole and exclusive means of resolving those disputes specified in those sections. Disputes concerning other aspects of this Article shall be subject to the normal contractual grievance procedures of Article 15.

13.6 Nothing in this Article shall be construed as requiring the Board of Trustees to accept any recommendation of the University Senate.

ARTICLE 14

GOVERNANCE - GENERAL

14.1 Selection of Academic Administrators.

14.11 The authority for the appointment of academic administrators resides with the Board of Trustees, the President, or his delegates. Notwithstanding this authority, the University endorses the participation of faculty in the selection processes for academic administrators as set forth below:

(a) There shall be Search and Screen Committees for the positions of Campus Provost, College Dean, Associate Dean, Assistant Dean (if line administrator), and Director of the Library.

(b) There shall be faculty participation in the Board of Trustees' search for a University President, and the Board of Trustees' and President's search for a Vice President for Academic Affairs.

14.12 The charge to a Search and Screen Committee shall be given by the following administrators:

(a) By the Vice President for Academic Affairs in the case of College Dean or Campus Provost.

(b) By the Campus Provost in the case of Director of the Library.

(c) By the College Dean in the case of Associate Dean or Assistant Dean.

14.13 The charge to the Search and Screen Committee shall include the following items:

(a) Position description including responsibilities.

(b) Experience and educational requirements.

(c) Affirmative action requirements.

(d) Potential sources of candidates.

(e) Budget allocation for the selection process.

(f) Advertising procedures including internal posting.

14.14 Following the charge to a Search and Screen Committee by the appropriate administrator, the next steps in the selection process shall be as follows:

(a) Advertisements will be placed and resumes received in accordance with University policy. The appropriate administrator and the Committee may employ supplementary additional methods to attract highly qualified candidates for the position. The Committee shall record information appropriate to meet the University affirmative action requirements.

(b) Preliminary screening of candidates then will take place during which the Committee and the appropriate administrator will separately create a list of possible candidates for interview. A list of the candidates common to both lists will be compiled.

(c) Names may be added to or deleted from the common list as a consequence of discussion between the appropriate administrator and the Committee. In the process of achieving a mutually acceptable common list, attention will be directed to the University's affirmative action commitments and to the matter of keeping the number of candidates for whom references will be solicited to a manageable number. References will be sought on those candidates common to both lists.

(d) The Committee and the appropriate administrator will review the references received. The Committee will recommend to the appropriate administrator a list of candidates worthy of interview. Normally, the list will include no fewer than three (3) candidates and no more than ten (10).

(e) If any of the candidates recommended for interview are unacceptable to the appropriate administrator, he shall meet with the Committee and explain his views. The administrator may also ask the Committee to reconsider candidates not included on the list for interview. No candidate considered unacceptable by the appropriate administrator or by the Committee shall be invited for interview.

(f) The appropriate administrator will be responsible for inviting candidates for interviews and for arranging the interview schedule. He may ask the Committee Chairperson to assume these responsibilities. If the Chairperson is asked to do so, staff support shall be provided.

(g) The administrator and the Committee shall meet and decide which other appropriate persons shall interview the candidates. All reasonable effort will be made to see that each candidate is interviewed by the same people.

(h) The Committee shall recommend a slate of final candidates to the approprate administrator. The slate normally will contain no fewer than three (3) candidates. The appropriate administrator may arrange a second interview for the final slate of candidates.

(i) Within thirty (30) calendar days following receipt of a slate of final candidates, the administrator will appoint or recommend for appointment from this slate, or he will give specific reasons in writing to the Committee for failure to do so.

(j) In the latter case, the administrator will request a new slate. The Committee must be given an opportunity to prepare a new slate, or if the Committee does not feel it can prepare a new slate within a reasonable time, it must dissolve itself, and a new Committee will be formed.

(k) Upon completion of its work, the Search and Screen Committee shall prepare a summary report for submission to the appropriate faculty body.

14.15 The composition of the Search and Screen Committees shall be as follows:

(a) For Campus Provost

3 faculty members elected by the Campus Faculty
1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus
1 student selected by the student government(s) of that campus
1 alumnus selected by the Alumni Association
1 administrator or staff member appointed by the Vice President for Academic Affairs

(b) For College Dean

3 faculty members elected by the College Faculty [one (1) from each campus in the case of a tri-campus college]
1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the college
1 student from the college selected by the student government(s) of one (1) campus or three (3) campuses, depending upon whether the college exists on a single campus or is a tri-campus college
1 alumnus selected by the Alumni Association
1 administrator appointed by the Vice President for Academic Affairs

(c) For Associate Dean or Assistant Dean

3 faculty members elected by the College Faculty [one (1) from each campus in the case of a tri-campus college] [If the Associate Dean or Assistant Dean is to have responsibility on one (1) campus only, then only that campus shall elect.]
1 student from the college selected by the student government(s) of one (1) campus or three (3) campuses, as appropriate 1 Department Chairperson (or equivalent) elected by the Department Chairpersons of the College (or equivalent) (if Chairpersons or equivalents exist within the academic unit to be served by the Associate or Assistant Dean)

(d) For Director of the Library

3 faculty members elected by the Campus Faculty
2 members of the professional staff appointed by the Campus Provost [at least one (1) library professional]
1 student selected by the student government(s) of that campus
1 Department Chairperson (or equivalent) elected by the Department Chairpersons on that campus

The Campus Provost shall, in his charge to the committee, indicate the need of the committee to seek the advice of individuals familiar with instructional media and the concept of the library as a learning center.

14.16 When the Administration fills any of the above posts with an acting appointment, it shall notify the AAUP at once. It is expected that the appropriate search and screen process shall be initiated by the Administration within one (1) month after the acting appointment is made, excluding Summer Sessions, Intersessions, or periods when the University is closed.

14.17 Selection of the Vice President for Academic Affairs.

(a) With respect to the selection of the Vice President for Academic Affairs, there shall be significant faculty participation in the President's and the Board of Trustees' search. Three (3) members of the faculty, one (1) elected by each Campus Faculty, and one (1) Department Chairperson, elected by the Department Chairpersons of the University, together shall constitute no less than fifty (50) percent of the Committee to recommend on the selection of candidates.

(b) When the Administration and the Board of Trustees appoint an Acting Vice President for Academic Affairs, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the President or the Board of Trustees within a reasonable time after the acting appointment is made (Section 14.16).

14.18 Selection of the President of the University.

(a) With respect to the selection of the President of the University, there shall be significant faculty participation in the Board of Trustees' search and three (3) members of the faculty shall be elected by the faculty, one (1) from each campus, to serve with others as determined by the Board of Trustees on a committee to advise on the selection of candidates.

(b) When the Board of Trustees appoints an Acting President, the AAUP shall be notified at once. It is expected that the appropriate search process will be initiated by the Board of Trustees within a reasonable time after the acting appointment is made (Section 14.16).

14.19 If a Department Chairperson's term as chairperson expires while he is serving on a Search and Screen or a selection committee, he may continue to serve on that committee with the concurrence of a majority of the Chairpersons he represents.

14.2 Faculty Elections.

14.21 The Nominations and Balloting Committee.

(a) Each college and each campus shall have a Nominations and Balloting Committee consisting of five (5) full-time faculty members.

(b) To serve on the Nominations and Balloting Committee, a faculty member must have been a full-time member of the College or Campus Faculty for at least two (2) years.

(c) The AAUP shall appoint a non-voting observer to the Nominations and Balloting Committee.

(d) Elections to the Nominations and Balloting Committee shall take place at the same time as other faculty elections (Section 14.22).

(e) The term of office of a member of the Nominations and Balloting Committee shall be two (2) year, for a term beginning in the September following his election. The terms of office of members of the committee shall be staggered. A member may not serve for more than two (2) consecutive terms on the committee.

(f) In tri-campus colleges, the Committee shall have at least one (1) representative from each campus.

14.22 Procedures.

(a) No later than the first week of March of each academic year, the appropriate Nominations and Balloting Committee shall prepare a list of all vacancies which will occur on standing committees of the college or campus for the next academic year and indicate their eligibility requirements. This list shall be distributed by mail to the faculty. Those unwilling or unable to stand for election shall be given two (2) weeks from the date of the mailing to indicate their desire not to be considered for a specific committee.

(b) In the mailing specified above, the Committee shall announce a date for a nominations meeting to be held no later than three (3) weeks from the date of the mailing.

(c) For each vacant position, the Committee shall prepare a list of those eligible, willing, and able to serve. At the nominations meeting, the faculty shall nominate a slate of candidates from this list.

(d) The Committee shall prepare and mail a ballot containing the slate of candidates within one (1) week after the nominations meeting. Candidates shall be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes shall be returned to the Committee in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(e) Ballots shall be deposited in secured ballot boxes within two (2) weeks after the date of mailing.

(f) The Committee shall count the ballots and report the results of the election to the faculty. Each campus and college faculty may establish rules with respect to the reporting of election results.

(g) For standing committees, one alternate shall be elected to be available for the academic year to fill vacancies. If a vacancy occurs, the alternate shall serve for the duration of the vacancy, if he is qualified in accordance with the committee composition specified in this Agreement. If a qualified alternate is not available to fill a vacant position, a special election shall be held. Except when filling a vacant position, alternates shall not participate as committee members.

(h) Elections for other faculty positions, including those on Search and Screen Committees, shall be conducted in accordance with the procedures of Paragraphs (a) - (g) above, except that the election process shall be initiated as soon as practical after the need for an election becomes known.

(i) In emergency situations, when the normal six-week election period cannot fill a position by a necessary deadline, special ad hoc election procedures may be devised by the appropriate faculty electorate.

(j) Department Chairpersons may vote in elections for all college, campus, and University offices or committees in other matters, except where a separate mechanism is provided for the election of representatives by Chairpersons.

(k) When distribution of membership according to rank, tenure or seniority on standing college committees (see 11.21, 11.31, 11.41) cannot be met, these positions will be filled by faculty in other categories, to be determined by the Nominations and Balloting Committee, keeping as close as possible to the intent of the original required distribution. Such approved distribution shall be transmitted in writing to the AAUP and VPAA by the College Dean.

(l) In the case of a tie vote, where there are more than two candidates for the position, a run-off election between the tied candidates shall be held immediately by mail ballot to be completed within two (2) weeks. If there were only two candidates for a position, the election wil be determined by a blind draw.

14.3 Ex-officio Membership on Faculty Bodies. The University President and the Vice President for Academic Affairs are members ex-officio of all campus and college faculties. Each Campus Provost is a member ex-officio of his campus faculty and of the college faculties on his Campus. Each College Dean, Associate Dean, and Assistant Dean is a member ex-officio of his college faculty and campus faculty. Other administrative officers holding academic rank are members of their appropriate college and campus faculties.

14.4 In the event that the non-faculty representation on any committee defined in the Agreement has not been selected within fifteen (15) working days after completion of the faculty election, the committee shall convene and commence its work.

14.5 Faculty members on campus and college standing committees may be expelled by majority vote of the membership for unexcused absences from three successive meetings for which adequate notice was provided. Notification of the expulsion shall be sent by the committee chairperson to the affected member and to this Department Chairperson, appropriate Nominations and Balloting Committee, and College Dean.

ARTICLE 15

GRIEVANCE AND ARBITRATION PROCEDURES

15.1 Intent. The parties recognize and endorse the importance of establishing a prompt, fair, and efficient mechanism for the orderly resolution of complaints and grievances. Consistent with that purpose, the parties encourage the settlement of controversies on an informal basis, but, if that is not possible, they commit themselves to implement the following procedures.

15.2 Definitions.

15.21 A "complaint" is an informal claim by a member of the bargaining unit or by the AAUP that a member(s) or the AAUP has been subjected to treatment which is improper, unfair, arbitrary, or discriminatory. A complaint may also, but need not, constitute one of the types of grievances defined below. In such case it may, at the complainant's option, first be processed in the manner set forth in Section 15.3 below. A "complaint" should be filed promptly.

15.22 Grievances may apply to one of the following two categories:

(a) A "faculty status grievance" is an allegation by a member of the bargaining unit or by the AAUP that the final decision by the Vice President for Academic Affairs (VPAA) in a faculty status matter was the result of "improper action" defined as any action taken by any faculty committee (such as the DSC or the CFSC) or any administrator which was:

(i) arbitrary, capricious, or discriminatory;

(ii) inconsistent with or violative of the procedures set forth in Articles 10 and 11 of this Agreement or of department, college or University procedures or standards which are established to implement the terms of this Agreement;

(iii) or in violation of the member's right to any procedural guarantees set forth in this Agreement.

Such an allegation can be made only after a personnel decision has been rendered by the Vice President for Academic Affairs.

(b) A "contractual grievance" is a dispute regarding the proper interpretation, application, or alleged violation of this Agreement, in other than a faculty status matter, which is not a faculty status grievance as defined above, except

that a "contractual grievance" shall include a dispute as to whether an administrative or Board of Trustees' decision which is based upon a faculty body, committee, or administrator's recommendation properly applied the particular standard stated and required elsewhere in this Agreement (e.g., "unusual circumstances for compelling reasons") [Paragraph 11.22 (m)]. Only in this regard does a "contractual grievance" include a dispute which otherwise would constitute a "faculty status grievance."

(c) A grievant who is dissatisfied with the final faculty status decision shall have the option of electing one of the following grievance processes:

(1) A faculty status grievance in which the grievant may raise all alleged violations, contractual or otherwise, arising from the faculty status process; or

(2) In consultation with the AAUP, a contractual grievance in which the grievant may raise only those issues appropriate to a contractual grievance as defined in Paragraph (b) above.

15.23 A "faculty status matter" shall include the renewal, non-renewal, tenure, promotion, or sabbatical leave status of a member of the bargaining unit.

15.3 Informal Procedure for Complaints. Any member of the bargaining unit may present and discuss his complaint either with or without a representative of the AAUP. Similarly, a representative of the AAUP may informally present and discuss a complaint on behalf of any member or group of members with the appropriate administrator. Any settlement, withdrawal, or disposition satisfactory to the member or the AAUP of a complaint at this informal stage shall not constitute a binding precedent in the disposition of other similar complaints or grievances but shall be a final resolution of the particular complaint.

In cases where an informal complaint could also be the subject of a grievance, the AAUP, and the College Dean, Campus Provost, Vice President for Academic Affairs or Vice President for Administration, may, within the time otherwise permitted for the filing of the grievance, agree in writing to extend the time limit for the filing of the grievance.

15.4 Procedure for Contractual Grievances (Exculding Faculty Status Grievances). If the informal procedure for resolving complaints is initiated and does not result in a settlement, or it is bypassed, and the complaint is also a contractual grievance as defined above, either party to this Agreement may invoke the following formal grievance procedure which shall apply to all "contractual grievances."

15.41 Step 1.

The grievant or the AAUP shall file a written grievance with the appropriate College Dean within forty (40) days after the occurrence of the event which gave rise to the dispute. However, if the occurrence of the event is not immediately known to the grievant (or to the AAUP in the case of a broader dispute), the time within which to file a grievance shall commence when the occurrence of the event is discovered or should have been discovered by the exercise of due diligence. The Administration shall forward copies of all grievance correspondence between the grievant and the University to the AAUP grievance officer or such other person as the AAUP may specify in writing.

The College Dean (or his designee) shall hold separate or joint conferences within two (2) work weeks after receipt of the grievance to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute is not amicably settled, the College Dean (or his designee) shall within one (1) work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.42 Step 2.

The grievant (or the AAUP) shall be entitled to obtain review of the decision rendered in Step 1 above by filing a written notice of appeal with the Campus Provost within one (1) work week after receipt of the signed statement referred to in Step 1 above.

The Campus Provost (or his designee) shall hold separate or joint conferences within one (1) work week after receipt of the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Provost shall within one (1) work week after the final conference deliver to the grievant and the AAUP a signed statement of his position regarding the matter.

15.43 Step 3.

The grievant (or the AAUP) shall be entitled to obtain review of the decision reached in Step 2 above by filing a written notice of appeal with the Vice President for Administration within one (1) work week after receipt of the written statement referred to in Step 2.

The Vice President for Administration (or his designee) shall hold separate or joint conferences within two (2) work weeks after the notice of appeal to discuss the dispute with all relevant persons in an attempt to reach a satisfactory settlement.

If the dispute remains unsettled, the Vice President for Administration within one (1) work week after the final conference shall deliver to the grievant and the AAUP a signed statement of the University's position regarding the matter.

15.44 With respect to contractual grievances filed by the Administration the first step shall be with the applicable AAUP grievance officer and the second step shall be with the AAUP President. The same procedures and time limitations set forth above with respect to faculty member or AAUP grievances shall apply.

15.45 With the consent of both parties to this Agreement, which consent shall not be unreasonably withheld, any of the above steps with respect to either faculty or AAUP grievances or Administration grievances may be omitted when, by virtue of the nature of the grievance, the authority to settle such a grievance is at a higher level.

15.46 If a contractual grievance is not satisfactorily resolved at any of the above steps, either the AAUP or the Administration may submit it to arbitration as set forth hereinbelow. However, an individual who asserts a grievance regarding claimed rights or privileges which derive from a commitment in writing (such as an individual letter of appointment) signed by a dean or a higher University officer may elect to prosecute his claim as follows: the individual may invoke the grievance procedure hereunder through Step 3. If the matter is not resolved at the conclusion of Step 3, he shall have the option to proceed to arbitration hereunder, if the AAUP consents, or to proceed through any other lawful means. However, the limitations and restrictions which would be applicable to an arbitrator (as set forth in Section 15.48) shall similarly apply. If the individual elects arbitration hereunder in the exercise of such option, that shall be his sole remedy. If on the other hand he elects to proceed through some other lawful means, that shall be his sole remedy and he shall have no right to arbitration hereunder.

15.47 Appointment of Arbitrator. The parties hereby authorize and appoint the following persons to serve as a permanent list of rotating arbitrators.

1. Eva Robins
2. James Altieri
3. Emanuel Stein
4. Milton Rubin
5.
6.

The foregoing arbitrators shall serve singly on a rotating basis according to the order in which they are listed. If an arbitrator is not available within a reasonable period after his turn, the next arbitrator in order shall be selected, and so on, until one of the abritrators is available within a reasonable period of time. For the next arbitration thereafter the arbitrator who was listed immediately after the arbitrator last selected shall be next in line. However, by mutual consent any listed arbitrator may be selected out of order or an arbitrator not listed may be selected. If in any case none of the arbitrators above are available within a reasonable period, an alternate arbitrator shall be selected in such case, pursuant to the rules of the American Arbitration Association (AAA). All arbitration under this Agreement, whether conducted by any of the arbitrators listed above or such other person, shall be conducted in accordance with the Voluntary Labor Rules of the AAA. The list of arbitrators whose names appear above shall serve for the duration of the Agreement; however, it is agreed that any of the above names may be stricken during periods when no arbitrations are pending by either party upon giving one month's notice in writing to the other party to this Agreement. No party shall have the right to remove more than one of the above arbitrators during the term of this Agreement.

15.48 No more than one (1) grievance shall be presented in any one arbitration, except with the consent of the parties, provided however that the consent of the parties shall not be required where the grievances arise out of the same transaction or dispute. The arbitrator shall only have the power to render an award regarding the proper interpretation, application, or alleged violation of this Agreement and direct a remedy which makes the grievant whole, consistent with the terms of this Agreement. In rendering such award and remedy, the arbitrator shall not detract from, omit, or otherwise modify any of the terms of this Agreement.

15.49 The cost of the arbitrator shall be borne equally by the parties. The arbitrator's decision shall be final and binding on the grievant, the AAUP, and the University.

15.5 Faculty Status Grievances. Faculty status grievances as defined in Section 15.22 shall be processed as follows:

15.51 Appeal to the Vice President for Academic Affairs. The individual or the AAUP shall file a written grievance with the Vice President for Academic Affairs within fifteen (15) days of receipt of notice of a Vice President for Academic Affairs' decision if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or within thirty (30) days after receipt of notice of a Vice President for Academic Affairs' decision for any other category of faculty status grievance. The written grievance shall state the nature of the alleged violation.

The Vice President for Academic Affairs shall consult with the chairperson of the appropriate College Faculty Status Comittee and the last administrator who dealt with the matter. A copy of all grievance correspondence between the grievant and the Vice President for Academic Affairs shall be forwarded to the AAUP. The Vice President for Academic Affairs shall discuss the grievance with all relevant persons and shall make a good faith effort to amicably resolve the grievance. In this regard, the Vice President for Academic Affairs shall have the authority to reverse the decision, to remand the matter to the proper faculty body or committee for reconsideration, or to provide any other remedy agreed upon between him and either the grievant or the AAUP to the extent that such remedy is not inconsistent with the terms, conditions, procedures, or standards elsewhere set forth in this Agreement.

If the matter is not resolved within three (3) weeks after receipt of the written grievance by the Vice President for Academic Affairs in the case of a faculty status grievance concerning termination at the end of the then current academic year, or four (4) weeks after receipt for any other category of faculty status grievance, he shall furnish a written statement of the University's position forthwith.

15.52 Appeal to a Faculty Status Judiciary.

(a) Conditions for a Judiciary Hearing.

(1) If the decision of the Vice President for Academic Affairs is not acceptable to the grievant or the AAUP, the individual or the AAUP may, within ten (10) days after receipt of the decision of the Vice President for Academic Affairs, appeal the decision to a Faculty Status Judiciary by filing a written notice of appeal with the Office of the Vice President for Academic Affairs. Copies of any notice of appeal shall be forwarded promptly to the AAUP.

(2) If a faculty status grievance is heard by a judiciary during the academic year following the academic year in which the decision being grieved was made, then the grievance is "in judiciary" during that year.

(3) A faculty member who has a faculty status grievance on promotion "in judiciary" shall not be considered for promotion during that academic year.

(4) Acceptance for hearing of a faculty status grievance on promotion is at the discretion of the Standing Judiciary Panel if one or more of the following conditions are met:

(i) The grievance is the first one filed by the individual on promotion to that rank.

(ii) The grievance is on a promotion decision rendered during the academic year immediately following an academic year in which failure to promote to the same rank was "in judiciary."

(iii) The grievance is on a promotion decision rendered during either of the two academic years immediately following the academic year in which failure to promote to the same rank was "in judiciary" and the current negative decision was supported by both the CFSC and the College Dean.

All other faculty status grievances shall be heard by a judiciary if appealed.

(5) For faculty status grievances that meet one of the three conditions in (4) an affirmative vote by a majority of the Standing Judiciary Panel is required for the grievance to be heard. In deciding whether or not to hear a case the Standing Judiciary Panel shall consider the file as reviewed by the Vice President for Academic Affairs, the grievant's initial statement of the grievance, the Vice President for Academic Affairs's final written decision, the written decision of any other judiciaries on the matter and the grievant's statement of appeal to the Judiciary Panel. It shall base its decision on whether or not a prima facie case has been made by the grievant that the definition in Section 15.22 (a) has been met. The Panel shall notify grievants with discretionary cases of the Panel's decision at least one (1) week prior to the Appendix A deadline for filing a request for promotion.

(b) Formation of the Faculty Status Judiciary.

(1) No later than March 1 of each year the University and the AAUP shall deliver to each other a list of ten (10) nominees willing and able to serve on the Standing Judiciary Panel. Within two weeks after exchange of the lists the Vice President for Academic Affairs or a delegate and the President of the AAUP or a delegate shall meet for the purpose of reaching mutual agreement on seven individuals from each list to serve on the Panel. In the event that agreement cannot be reached each party shall select seven individuals from the other party's list. The fourteen individuals selected shall form the

Panel. Each appointment shall be for a one-year term, and members of the Panel shall be eligible for reappointment A Panel shall continue to serve until its successor has been duly charged, and any pending Faculty Status Judiciary cases shall be completed by the Judiciaries to which they were originally assigned. In the event of a vacancy on the Panel, either the AAUP or the Administration, as appropriate, shall designate a replacement. However, it is the intent of the parties to avoid, to the extent possible, the need for such replacements.

(2) The faculty members on the Judiciary Panel shall each receive three (3) credits of released time during the Fall semester of their term of service on the Panel, or may elect to receive overload compensation in lieu of released time. In this regard, faculty shall take cognizance of the needs of their departments.

(3) No later than March 30 of each year, the Vice President for Academic Affairs (or his designee) and the President of the AAUP (or his designee) shall jointly convene the Standing Judiciary Panel for the purpose of giving it its charge and enabling it to elect a chairperson and secretary from among its membership.

(4) For each grievance appealed under Section 15.52 (a) the Judiciary Panel shall appoint a six member Faculty Status Judiciary from among its membership. Each Faculty Status Judiciary shall consist of three (3) AAUP appointees to the Panel and three (3) Administration appointees. No member of a Faculty Status Judiciary acting on a given case shall have previously participated in any of the matters which gave rise to the grievance. Personal bias or a conflict of interest shall also be grounds for exclusion; in such cases members are expected to withdraw voluntarily but, if necessary, may be removed from any particular case by majority vote of the Judiciary Panel.

Appointments to Faculty Status Judiciaries shall be made, to the extent possible, on a rotating basis by the Judiciary Panel and the responsibility for chairing respective Faculty Status Judiciaries shall alternate between AAUP and Administration appointees. The Administration and the AAUP (or the individual grievant, if the AAUP elects not to exercise a peremptory challenge) shall each be entitled to one (1) peremptory challenge for each Faculty Status Judiciary, with the understand-

ing that the parties shall not exercise this right to repeatedly exclude any particular Panel member from service on Judiciaries. In the event of a challenge, the Judiciary Panel shall appoint a replacement for the challenged member.

(5) As a general principle, cases shall be scheduled in order of filing, except that the Panel shall make an effort to afford priority to a case in which time is of the essence (e.g., termination).

(c) Responsibilities of Faculty Status Judiciary.

(1) The Faculty Status Judiciary shall conduct a full and impartial hearing, employing the procedures set forth in Section 15.54. If a majority of the judiciary finds there is merit to the grievance, the judiciary shall be empowered to formulate the appropriate remedy consistent with the terms of this Agreement, including, without limiting the generality of the foregoing, renewal of appointment, granting of promotion or sabbatical, and recommending tenure to the Board of Trustees. It is recognized that remedies appropriate hereunder may have monetary implications (e.g., remedies involving an award of back pay). For the award of any other monetary settlement, the consent of the Vice President for Academic Affairs, the AAUP and the grievant is required. The judiciary may also require reconsideration of the matter at the appropriate level of faculty status review, in which case, to the extent practical, a grievance resulting from such reconsideration shall be subject to review by the same Faculty Status Judiciary which initiated the reconsideration. In the event of such remand, the judiciary shall establish appropriate time deadlines.

(2) In the event of a majority ruling by the Faculty Status Judiciary, the judiciary's decision shall be presented in writing. The decision shall include a tally of the vote of the judiciary (without identifying individuals), its findings of fact and conclusions, and, if appropriate, the award and remedy decided upon, or its formal recommendation under Section 15.52 (c) (3). The judiciary's action shall not detract from, omit, or otherwise modify any of the terms of this Agreement. The judiciary's decision shall be final and binding on the grievant, the AAUP, and the University.

(3) In making its decision, the judiciary shall not substitute its judgment concerning the grievant's credentials for that of the committees and the individuals whose recommendations or decisions are under review except insofar as it finds merit to an allegation that a particular action was arbitrary, capricious, or discriminatory, or that it violated department, college or University standards established consistent with the terms of this Agreement. However, in instances where the judiciary, while denying a grievance, finds that a judgmental decision may have resulted in a substantial inequity or may result in an uneven application of University-wide standards for the faculty status action under consideration, it may make a formal recommendation to the Vice President for Academic Affairs that he modify or reverse his original decision. A recommendation of this kind shall be clearly identified as such in the judiciary's report, so as to distinguish it from the judiciary's binding decision on the grievance. The Vice President for Academic Affairs shall act on such a recommendation within three (3) weeks from its receipt. He shall advise the grievant and the AAUP of his decision, and that decision shall be final and binding on the grievant and the AAUP.

15.53 If the Faculty Status Judiciary is deadlocked, it shall so advise the Vice President for Academic Affairs, the grievant, and the AAUP in writing. In that case, an ad hoc judiciary shall be empaneled composed of three (3) members, one (1) appointed by the AAUP, one (1) by the administration, and a third, neutral member, who shall be selected as follows:

(a) Neutrals List. The parties agree to establish a list of five (5) individuals, whose names shall appear in an Appendix to this Agreement, to serve as neutrals in ad hoc judiciaries during the term of this Agreement. The parties shall negotiate the names on the Neutrals List within one (1) month after the execution of this Agreement. However, until such time as the parties reach agreement, the list of arbitrators in Section 15.47 shall serve as the Neutrals List.

(b) Neutrals shall serve singly on a rotating basis according to the order in which they are listed. If a neutral is not available within a reasonable period after his turn, the next neutral in order shall be selected, and so on, until one of the neutrals is available within a reasonable period of time. For the next ad hoc Faculty Status Judiciary, the neutral who was listed immediately after the neutral last selected shall be next in line. However, by mutual consent, any listed neutral may be selected out of order or a neutral

not listed may be selected. If, in any case, none of the individuals on the Neutrals List are available within a reasonable period, an arbitrator selected pursuant to the rules of the American Arbitration Association shall serve as neutral.

(c) The list of individuals appearing on the Neutrals List shall serve for the duration of this Agreement; however, it is agreed that any of the names on the Neutrals List may be stricken during periods when no ad hoc Faculty Status Judiciaries are pending, by either party upon giving one month's notice in writing to the other party to this Agreement. No party shall have the right to remove more than one individual from the Neutrals List during the term of this Agreement.

None of the persons on an ad hoc judiciary shall have previously participated in any of the matters giving rise to the grievance or in the prior judiciary which deadlocked. Ad hoc judiciaries shall otherwise function in the same manner as Faculty Status Judiciaries as set forth in Section 15.52.

(d) The cost, if any, of the neutral shall be borne equally by the parties.

15.54 In conducting its hearing, the Faculty Status Judiciary shall employ the following procedures:

(a) The Faculty Status Judiciary shall be empaneled no later than ten (10) days after the receipt of the appeal by the Vice President for Academic Affairs if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or no later than twenty (20) days after receipt of the appeal for any other category of faculty status grievance. The judiciary shall be convened by the Vice President for Academic Affairs (or his designee) as soon as possible after it is empaneled.

(b) Notification of hearing in writing shall be given the affected faculty member and the AAUP by the Vice President for Academic Affairs (or his designee) seven (7) days prior to the hearing if the faculty status grievance concerns termination of a faculty member at the end of the then current academic year, or twelve (12) days prior to the hearing for any other category of faculty status grievance. The hearing shall proceed unless the faculty member waives a hearing in writing. If the faculty member waives a hearing, the judiciary shall evaluate all available evidence and rest its determination upon the record.

(c) The judiciary may, with the consent of the parties concerned, hold joint prehearing meetings with the parties in order to simplify the issues, effect stipulations of facts, provide for the exchange of documentary or other appropriate information, and achieve such other prehearing objectives as will tend to make the hearing fair, effective, and expeditious.

(d) The affected faculty member shall determine whether the hearing should be public or private and no adverse inference shall be drawn from this determination. A public hearing shall be open to relevant witnesses, advisors, and legal counsel (if any), and to members of the University Community only.

(e) The faculty member shall be entitled to have an academic advisor and/or legal counsel of his own choosing attend and participate in the proceedings.

(f) The AAUP and its counsel (if different from the individual's counsel) and the Administration and its counsel may also attend and participate in the proceedings.

(g) The judiciary shall grant reasonable adjournments to enable either party to investigate evidence as to which a valid claim of surprise is made.

(h) Minutes shall be kept and distributed to the parties to the dispute and to members of the judiciary. The format of the minutes shall be determined by the judiciary. There shall not be a verbatim record of the hearing, but, instead, the cumulative record made by the judiciary shall constitute the official record.

(i) The Administration shall make reasonable efforts to make available relevant documents and witnesses who are University employees or students, when requested by the parties to the proceedings.

(j) The faculty member and the Administration shall have the right to cross-examine all witnesses.

(k) The judiciary shall not be bound by the strict rules of legal evidence, and may admit any evidence which is of probative value in determining the issues involved. The judiciary shall make a reasonable effort to obtain the most reliable evidence available.

(l) The findings of fact and the decision shall be based solely on the evidence presented to the judiciary.

(m) Except for such simple announcements as may be required, covering the time of the hearing and similar matters, public statements and publicity concerning the case by members of the Administration and the AAUP shall be avoided so far as possible unti the proceedings have been completed. The President, the Vice President for Academic Affairs, the AAUP, and the faculty member shall be notified of the decision in writing and shall be given a copy of the record of the hearing.

(n) In other respects, the judiciary shall define its own operating procedures, which shall not be inconsistent with the terms of this Agreement. Such procedures shall include the election of a chairperson and secretary.

15.6 Time Limits.

15.61 Time limits throughout this Article referring to "days" shall mean "working days," which are defined as days exclusive of Saturday, Sunday, formal University holidays, periods when the University campuses are closed, and Summer Sessions and Intersessions. Either party may be granted a reasonable extension whenever persons necessary for the proper presentation or defense of a grievance are unavailable during the period when regular classes are not in session.

15.62 In cases of failure on the part of an administrator to meet a deadline under Sections 15.41, 15.42, 15.43, or 15.51, the next step in the appropriate grievance procedure shall be automatically invoked. If the next step is binding arbitration under Section 15.46, the entire cost of the arbitrator shall be borne by the University.

15.7 Means of Notification. Primary communications as required in the implementation of this Article shall be by certified mail with return receipt or shall be hand delivered and receipted. The date of record for a mailed notification shall be the date of the official, recorded posting. The date of record for receipt of mailed notification shall be the date of receipt as recorded on the return receipt.

ARTICLE 16

RESEARCH AND TRAVEL

16.1 Research Grants.

16.11 The University and the AAUP recognize the importance of research and other creative activity as an integral part of professional growth, as an adjunct to creative teaching, and as part of the development of the University.

16.12 To this end, the University shall continue a special research fund, at an annual level of $25,000, to be augmented where possible by foundation gifts specifically designated for general research, for the support of scholarly work by individual members of the faculty and professional staff. Awards from this fund shall be made in accordance with present practice. Reasons shall be specified when a proposal is denied or not fully funded. The decisions and reasons are not grievable.

16.13 The University shall encourage faculty members to apply for appropriate research grants and grants in support of other creative activity, and shall assist faculty members in the preparation of grant proposals through the College Committee on Research (if such committee is organized in a particular college) and through administrative offices concerned with such grants.

16.14 Reduced load for research shall be assigned in accordance with the provisions of Sections 7.6 and 7.7.

16.15 The Administration and the AAUP are in concurrence that the report "Recommendation for A University Research Policy," June, 1974, prepared by the Subcommittee on Faculty Privileges and Responsibilities of the Committee on Evaluation and Goals, represents a valuable resource to the faculty and Administration. The foregoing statement shall not be construed as changing current practices and policies with respect to research administration, patents, copyrights, or any other subject areas discussed in the referenced document.

16.2 Travel Grants.

Travel funds for the attendance of faculty at professional and scholarly meetings shall be administered in accordance with present policies.

16.3 The University shall also provide faculty members with access to individual discounts available to University Personnel for the purchase of microcomputer hardware and software consistanet with the terms of such agreements which the University may have with the vendors.

ARTICLE 17

UNIVERSITY COMMISSION AND FINANCIAL EXIGENCY

17.1 The University and the AAUP concur that Fairleigh Dickinson University, with its diversity of intellectual and professional resources, offers the potential for creative problem-solving through the application of the combined capabilities of its constituencies.

17.2 University Commission. Where, in the view of the President, the University's problems are of such magnitude and complexity as to be inappropriate for examination by any college or campus planning agency, he shall convene a University Commission whose organization and operation shall be as described below.

17.21 The Commission shall conduct its investigation of the facts and shall prepare a written report which shall contain at least the following items in substantial detail and with full documentation:

(a) The factual basis of the problems and an analysis of their relative impact upon the entire institution.

(b) A list of alternative solutions to the problem, to the extent that they may exist, based upon an analysis of the University's capabilities, an investigation of the approaches used by other institutions to deal with similar problems, and, if applicable, the advice of expert consultants.

(c) A statement as to which of the alternative solutions are recommended.

17.22 Composition and Responsibilities.

(a) The Commission shall be composed of members of the faculty, student body, Administration, supportive staff, professional staff, and alumni.

(b) The President shall charge the Commission and give it his analysis of the problems, potential courses of action, and such information as is available to the President which documents the existence of the problem.

(c) The Commission shall work toward an expeditious examination of the problem and its solutions.

(d) The Commission shall complete its assignment within a time frame established by the President in his charge, which time shall take into account the complexity of the problem, the urgency and impact of the problem upon the entire insti-

tution, and the availability of relevant data. The President may, at his option, extend the life of the Commission.

(e) The Commission shall be composed as follows:

Full-time Faculty	6 (elected - 2 from each campus)
Administrators	3 (appointed by President)
Department Chairpersons	2 (elected)
Professional Staff	1 (elected)
Supportive Staff	1 (elected)
Student	1 (elected)
Alumnus	1 (selected by the Board of Governors, University Alumni Association)
President of University Senate	1
President of AAUP	1
President of the University	1 (without vote)

Elected members of the Commission shall be elected by and from their respective constituencies through special elections designed to be completed within a three-week period, according to the following procedures:

(1) Members of the faculty eligible for election shall be professors or associate professors with tenure.

(2) When the President declares that a Commission be convened, each Campus Provost shall at once request each department to poll its eligible members and compile a list of eligible members who are willing to serve and shall simultaneously request each College Dean to convene a college meeting as in (5) below.

(3) Departments shall submit such lists, certified by the Department Chairperson, within one (1) week to the College Dean for transmittal to the Campus Provost.

(4) The Campus Provost shall prepare a combined campus list of those eligible and willing to serve, and send the certified list at once to all members of the faculty on the campus, and to the Chairpersons and the College Deans.

(5) Each College Dean (or Associate Dean for a particular campus) shall convene a College Faculty meeting for the purpose of holding a secret ballot election of two nominees from the campus-wide list who shall be that college's nominees, but who need not be members of that college's faculty.

(6) The Campus Provost, together with the Chairperson of the Campus Council, the Speaker of the Campus Faculty, and an AAUP appointee, shall combine these nominations into a slate which shall be presented to the Campus Faculty in accordance with the following procedures:

(i) Candidates will be listed on the ballot in an order determined by a blind draw. Unmarked ballot envelopes will be returned in a second, signed envelope to allow for appropriate identification of those voting, while preserving the anonymity of the individual votes.

(ii) The ballots will be mailed directly from the Office of the Campus Provost.

(iii) Ballots shall be deposited in secured ballot boxes within one (1) week of the date of mailing.

(iv) The balloting committee described above will count the ballots and report the results of the election to the faculty and the President.

(v) Election results shall be determined by plurality, except that both members elected shall not be from the same college. The highest number of votes received by a nominee shall determine the first member elected. The highest number of votes received by a nominee from a second college shall determine the second member elected. In the event of a tie, the winner shall be chosen by lot.

(7) Candidates who indicate their willingness to serve shall also pledge their willingness to devote extensive time to the Commission task.

(8) The Campus Provost shall implement the above procedures so that they are completed within three (3) weeks.

(f) The Commission shall elect a chairperson and secretary from among its members.

(g) During the course of its deliberations, the Commission shall consult with those within the University Community and resource persons from outside the University as it deems appropriate.

(h) Relief from professional responsibilities shall be provided, commensurate with the charge of the Commission and the time constraints.

(i) The Commission shall prepare a summary of principal findings which shall be distributed to the University Community and forwarded to the President. A period of two (2) weeks shall be allotted, during which time comments from members of the University Community may be sent to the secretary of the Commission.

(j) A final Commission Report shall be submitted to the President.

(k) The President shall consider the Commission's Report and, in the development of his own evaluation and recommendations, he shall give great weight to the Commission's analysis and recommendations.

(l) The Commission's Report and the President's recommendations shall be forwarded to the Board of Trustees.

(m) The entire Commission shall be invited to meet with the Board of Trustees to review the recommendations of the Commission and the President. Individual members of the Commission shall have the opportunity to discuss their points of view.

(n) The Board of Trustees shall give great weight to the Report of the Commission and the recommendations of the President, and its decision shall be reasonable and objective, given the circumstances.

(o) The process described in Sections 17.1 and 17.2 shall not result in any decisions which are inconsistent with any express provisions of this Agreement. However, subject to the foregoing limitation, it is the intention of the parties through the provisions of Sections 17.1 and 17.2 to provide a vehicle by which the University can effectively deal with serious problems which may require reorganization or other similar action.

17.23 Implementation of a Board of Trustees' Decision.

(a) The President shall charge the Vice President for Academic Affairs to implement the decision of the Board of Trustees. For purposes of implementing the decision, the Vice President for Academic Affairs shall call upon the deans of the affected colleges, or the administrative heads of other affected administrative units which are not included within the colleges, to convene the College Educational Planning Committees or other appropriate planning units for the purpose of formulating specific implementation procedures. These recommendations shall be forwarded in writing to the College Dean (or other appropriate administrator) within thirty (30) calendar days of the College Dean's (or other administrator's) charge to the Committee.

(b) The appropriate planning group shall consult with and permit to be heard those to be affected by the implementation plan. If the implementation shall affect an entire unit (e.g., a college) the College Dean (or other appropriate administrator) shall convene a full college meeting for open discussion and development of recommendations to the planning group. This shall take place within the thirty (30) day period cited above.

(c) If the College Educational Planning Committee (or other planning group) and the College Dean develop and agree upon a plan for implementation of the President's charge, the plan shall be put into effect, subject to the usual review processes by the Campus Provost and the Vice President for Academic Affairs.

(d) If, however, the College Educational Planning Committee and the College Dean cannot agree upon a plan, or hold strongly divergent views upon such a plan, the Campus Provost shall attempt to effect a settlement, or assist in developing a new plan of implementation within the prescribed period cited above.

(e) A time extension may be granted by the Vice President for Academic Affairs in order to effect a resolution which will meet the President's charge in the most expeditious manner.

(f) If no agreement can be achieved between the College Dean and the majority of members of the College Educational Planning Committee after the Provost attempts to effect a settlement, the matter shall be appealed to the Vice President for

Academic Affairs, who shall review the several proposals, the various recommendations, and the supporting documents, and make a final and binding determination. He shall give reasons in writing for his decision to accept or reject any of the several proposals.

17.3 Financial Exigency.

17.31 The University shall not declare a state of Financial Exigency unless it is demonstrably bona fide. Financial Exigency shall be defined as an emergency condition in which the University's continued existence is in serious jeopardy for financial reasons.

17.32 If there is a question as to whether a state of Financial Exigency does in fact exist, the provisions of Article 15 shall not apply and the AAUP shall have the right to test the question judicially within one month. Venue shall be laid in the State of New Jersey. The University shall not, during the pendency of such a suit, implement any action as a result of the state of Financial Exigency. In such judicial action, the parties agree to act in all ways which will expedite the judicial process in an effort to obtain a decision as soon as possible. In this regard, the parties agree to proceed in a summary manner to the extent possible.

17.33 In a state of Financial Exigency, the University shall have the right to take extraordinary action, which shall include a selective reduction in University personnel, a selective elimination or curtailment of academic units or programs, and other necessary action in both the instructional and non-instructional areas of the University in order to avoid immediate financial peril.

17.34 If a state of Financial Exigency has been demonstrated to exist, the University's decisions resulting therefrom shall be implemented in accordance with the provisions of Section 17.23.

17.4 Any reduction in faculty workforce, whether through implementation of a Board of Trustees' plan following the Commission procedures or pursuant to a plan developed to meet a situation of Financial Exigency, shall be in accordance with the provisions of Article 18.

ARTICLE 18

SECURITY OF EMPLOYMENT.

18.1 The University recognizes that its diverse and multifaceted faculty represents a major asset. The University also reaffirms its concern for the lives and careers of its full-time faculty, and toward this end, has agreed to the protections of this Article in an attempt to provide a fair and orderly procedure at a time of difficulty in higher education. The AAUP, for its part, acknowledges that under the particular circumstances described in this Agreement, it may be necessary and appropriate to effect involuntary reassignment or reduction in faculty force.

18.2 Involuntary faculty reassignment or reduction in force, other than in individual cases of non-renewal or dismissal for cause, shall occur only from one or more of the following three circumstances:

(a) A decision to reduce or terminate a program or a faculty position through a College Educational Planning Committee process pursuant to Section 11.3.

(b) A decision to reduce or to terminate a program or a faculty position pursuant to University Commission procedures, Sections 17.22 and 17.23.

(c) Reaction to unforeseen, severe, drastic, or emergency institutional situations pursuant to Sections 17.3 and 17.23.

18.3 Reductions shall first take place among part-time, visiting, and adjunct, and probationary faculty, consistent with the retention of an educationally and economically viable academic program. The parties recognize that the employment and retention of qualified part-time, visiting, adjunct or probationary faculty may be necessary in order to provide appropriate academic specializations, or to meet accreditation, certification, or State of New Jersey program approval/continuance standards.

18.4 Shared Load and Reassignment Prior to actual termination of any full-time probationary or tenured faculty member, a good faith effort shall be made to reassign that faculty member to another department, college or unit of the University, provided that

1. subject to the provisions of Section 18.3 a vacancy exists therin, and
2. the faculty member can be assigned courses which he is demonstrably qualified to teach.

Reassignment means that the "home" department is changed. See 18.61(b)(1). The affected faculty member who cannot be reassigned and who cannot reasonably be scheduled for a full load in his home department, may be placed on a "shared load" in which circumstance he retains a partial assignment in his department while completing his load in another department(s).

18.41 Standards In making judgments on whether reassignment or shared load is indicated, the Administration shall, in addition to requiring the above conditions, observe the following standards. In the case of shared load, it is necessary to demonstrate qualifications to teach the specific courses available. Reassignment requires the demonstration of qualifications and competencies necessary to fulfill teaching and all other duties associated with the responsibilities of a faculty member in the receiving department.

To demonstrate qualifications to teach the specific courses available, the faculty member shall present evidence of successful completion of appropriate recent graduate courses in the discipline or have taught the same, similar or more advanced courses within the last two academic years without serious student or peer negative evaluations.

To demonstrate competence necessary for reassignment to another discipline or department, the faculty member must:

1. be qualified to teach both introductory and advanced courses in the discipline (within the meaning of "qualificaions" above);
2. have demonstrated (or, upon request, be able to demonstrate) potential for research in the discipline;
3. possess a total academic and profesional record necessary to meet the existing or planned external accrediting, certification, or State of New Jersey program approval/continuance standards; and
4. possess such other academic, professional, and pedagogical training and skills as may be necessary to satisfy the needs of the receiving department and its students.

No reasignment shall be made if by virtue of such action, the University is required to take compensatory action to meet academic requirements.

It is understood that a shared load may also include supplementary non-teaching duties if the two components together constitute a full load. If there is a university need to perform such duties and a vacancy exists for which the full-time faculty member is demonstrably qualified and which can be assigned without a detrimental effect upon

existing or laid off members of the administrative or professional staff, such opportunities shall be presented to the affected faculty member. It is understood that such arrangements may require the alteration of compensation and length of contact. Should the faculty member accept suplemental non-teeaching duties, any subsequent dispute arising out of that non-unit employment shall not be reviewable under this contract.

18.42 Procedures If reassignment or load sharing (other than the inclusion of non-unit duties) is indicated, notice shall be given to the chair of the receiving unit, who shall consult with the DSC and respond within 14 calendar days of receipt of notice. If the reponse is negative, that forecloses the opportunity, unless both the chair's Dean and the VPAA disagree with the response in which case the reassignment or load sharing shall proceed.

18.5 Preparation of Termination Lists

18.51 General Notice of Overstaffing: See Buy-Out Program - (Appendix K)

18.52 Statements and Seniority Lists

(a) Departmental Statement of Programmatic Needs and Individual Faculty Qualifications and Competence.

Upon issuance of Notice of Overstaffing to a discipline, the Dean of each college offering a program or courses in that discipline shall prepare and submit to the respective departments, statements of programmatic and sub-discipline requirements and of individual faculty qualifications and competence in the discipline. Such statement shall be reviewed by the Department Chairperson in consultation with the members of the affected departments, and revisions, if any, shall be forwarded to the Dean within three weeks of receipt of his statement. Copies of these statements shall be provided to the Chair of each department across the University which houses the affected discipline and individual faculty shall be entitled, upon request, to secure copies of the same.

(b) Dean's Statement of Departmental Programmatic Needs and Individual Faculty Qualifications and Competence.

The Dean shall review each departmental statement and the statements of individual faculty members, and prepre his own final recommendation concerning the department's programmatic and sub-discipline needs and the qualifications and competence of individual faculty members in the discipline to meet those needs. He shall submit this recommendation together with the departmental and individual statements to the VPAA... A copy

of each Dean's recommendation shall be transmitted to all Department Chairpersons in the discipline and to all members of the discipline in the University. Individual members of the discipline shall have three (3) weeks to send a written response regarding the Dean's recommendation to the Office of the VPAA.

(c) Individual Faculty Members' Statement of the Discipline's Programmatic Needs and Individual Faculty qualifications and Competence.

Each individual faculty member in the discipline shall have the right to prepare and submit separate statements of his qualifications and competence and of the programmatic needs of his discipline.

(d) Seniority List

The VPAA shall prepare a draft seniority list for each discipline affected by a Notice of Overstaffing and forward it to the AAUP for review simultaneously with the Notice. The AAUP shall notify the VPAA of any omissions, additions or corrections in and to the seniority list within two (2) weeks after receipt of it. If any dispute arises, the parties shall meet to reconcile their separate positions.

(e) VPAA's Statement of Discipline's Programmatic Needs, Individual Faculty Qaulifications and Competence in Relation to the Seniority List, and Probable Terminations List.

The VPAA shall review the respective statements of programmatic needs and individual qualifications and competence submitted by affected departments, Deans, and individuals, prepare his own statement, and prepare a list of faculty to be issued Notices of Termination, based on criteria specified elsewhere in this Article. The VPAA's statement shall be distributed to all affected faculty within the discipline.

18.6 Termination

18.61 Termination(s) pursuant to a decision under 18.2 shall be effected as follows:

(a) Subject to the conditions specified in 18.3, reduction shall first take place among non-tenured faculty members within the discipline to which the faculty member is assigned.

(b) Reduction shall then take place among tenured faculty members, based on criteria of seniority giving due regard to the academic necessity of providing specialists in the relevant sub-disciplines. This statement is defined below in sub-pars. 1 through 4.

1. Except as modified elsewhere in this Article, reductions shall be made according to seniority within the discipline to which the faculty member is assigned at the time of receipt of notice of termination. Seniority shall be based on date of the initial appointment to full-time teaching with the University if subsequent service has been continuous (including authorized leaves of absence). Those who resign from the University and are reappointed later shall count seniority from the time of reappointment.

2. Academic speciality: An exception to seniority shall be made when the junior faculty member, unlike his senior, possesses qualifications or competence (18.4) in an existing sub-discipline within programmatic needs.

3. Accreditation requirements: An exception to seniority shall be made when the junior faculty member, unlike his senior, possesses the credentials to meet accreditation, certification, or State of New jersey program approval/continuance requirements.. For this provision to apply with repect to prospective accreditation certification, or state program approval, the University must have made application or must have made a decision, through the approval process including the President to apply for such accreditation, certification, or approval within no more than three (3) years from the date of the termination.

4. Outstanding research: An exception to seniority shall be made when the junior faculty member, unlike his senior, posssesses outstanding research credentials. Such exception, in addition, requires a showing that the faculty member's teaching effectivenes is above average as measured by student and peer evalutions, and that he has a record of significant externally recognized research or creative achievement within the past three years, as measured by refered publications, juried exhibits, and equivalent activities.

18.62 Tenured and probationary faculty members to be terminated shall receive twelve (12) months' written notice. If the situation changes during the period, the termination notice may be rescinded.

18.7 Upon receipt of a notice of termination, a tenured faculty member may pursue the following options:

(a) Request, in writing, of the VPAA reassignment or load sharing, with a supporting statement identifying the receiving unit and specifying the qualifications for the suggested assignment. If the VPAA is persuaded by the presentation, he shall notify the department Chair according to 18.42.

(b) Request, in writing, of the VPAA the opportunity for retraining, with a suporting statement identifying the receiving unit and specifying the details and time frame of the retraining program. If the VPAA is persuaded by the presentation, and there is need and budget established in the receiving unit and the receiving unit agrees, the University will provide up to full salary and fringe benefits and tuition subsidy as shall be agreed upon by the individual, the AAUP and the University.

(c) Request, in writing, of the VPAA a transfer to a vacant non-teaching position with a supporting statement identifyin the position and specifying the qualifications therefor. If the VPAA is persuaded by the presentation, placement in such position may occur provided there is no adverse effect upon existing or laid off administative or professional staff. Tenure shall be preserved only if it is an academic administative position. Acceptance of any non-teaching position means acceptance of the terms and conditions of employment asociated with this position. Any dispute arising out of that employment shall not be reviewed under this Agreement.

(d) Request, in writing, of the VPAA the opportunity to accept a reduced load within the member's discipline without loss of tenure but with a proportionate reduction of salary and pension contributions. A load of less than 9 hours may require additional adjustments of other employee benefits.

(e) Notify the VPAA in writing that the faculty member has an opportunity for part time employment outside the University and request that the University offer part time employment in an area where need is indicated and for which the member is qualified. If the VPAA is persuaded by the presentation, efforts will be made to arrange a mutually satisfactory schedule. Salary and benefits will be mutually arrived at between the member and the University. Tenure will be not be preserved under this part time arrangement, and the individual will be excluded from coverage under this Agreement.

18.71 Any request submitted under (a) through (e) above will be considered and explored in good faith, but the decision is within the sole discretion of the VPAA and is not reviewble under this Agreement.

18.8 Any grievance with respect to Article 18 shall be filed with the Vice President for Administration within 7 calendar days of notice of termination, and such grievance shall be advanced directly to the third step of the contractual grievance procedure (15.43). The Vice President for Administration shall hold separate or joint conference within 7 calendar days of or receipt of the grievance and shall respond to the AAUP with 7 calendar days of his last conference. Thereafter, the provisions of 15.46, 15.47, 15.48 and 15.49 shall apply except that the AAUP shall submit its grievance to arbitration within 7 calendar days of the answer with a request for expedited arbitration by and before the Impartial Chair appointed herein. The Impartial Chair shall serve for the term of this Agreement and shall hear and adjudicate all grievances filed under Article 18 (except with respect to matters excluded therefrom under this Article) on an expedited basis. This is, the Impartial Chair shall issue final decisions on all such grievances within 30 days after receipt of the grievance. The Impartial Chair shall have full authority to establish rules of procedure to conduct these expedited proceedings, provided that such rules do not contravene any provision of Article 18.

The costs of the Impartial Chair process, including his/her fees, shall be borne equally by the parties.

In the event that the Impartial Chair shall be unwilling or unable to serve for any reason, the parties shall select a permanent (or temporary, if approprite) successor.

During the term of this Agreement, the Impartial Chair shall be Daniel Collins.

18.81 In the event of termination under Article 18, the decision to terminate is reviewable under the expedited provisions of Article 18.8. In order to reverse the termination decision, the AAUP must show by clear and convincing evidence that the decision was arbitrary. The challenge to a termination decision is limited to the AAUP and shall be raised only in connection with the fundamental decision to terminte a group of faculty. An individual faculty member's right to review his selection for termination under Article 18.61 shall be limited to the provisions contained in Article 18.C.

18.82 An Allegation that the Administration has violated a procedure or provision of Article 18 is reviewable under the expedited grievance and arbitration provisions of Article 18.8. In order to sustain the grievance, the arbitrator must find clear evidence of a breach and that such has had a substantial adverse effect on the grievant. Allegations of minor technical violations of procedures

shall first be processed as informal complaints within seven (7) days of knowledge of the event, but if the matter remains unresolved for seven (7) days after it is filed, it may be submitted to grievance/arbitration hereunder, provided however that termination decisions may not be reversed solely for that reason.

Matters within the jurisdiction of the Review Panels, and matters within the discretion of the VPAA in Article 18.7, are excluded from grievance and arbitration.

18.9 Rights of Terminated Tenured Faculty Terminated faculty who are tenured shall have recall rights for a period of thirty six (36) months in the event of a vacant position for which the member posseses qualifications and competence (as defined in 18.41). Consistent with a specific requirement of the University, recall shall be in inverse order of termination. Recalled faculty members shall have tenure and rank reinstated and shall have the time of termination counted in total years service for purposes of seniority. If the faculty member is offered recall and fails to accept the offer within 30 days of receipt of such notice, he shall be deemed to have forfeited his recall rights.

18.A For the purpose of this article, EWC is considered a separate discipline.

18.B There is no right to bump across discipline lines.

18.C Review Panels

1. Composition and Selection

The AAUP and the Administration shall formulate immediately a list of experts to serve on Review Panels during 1984-85 in the following categories: Science, Health Sciences, Humanities, Social Sciences, and Education. The experts shall be current or former academics who hold the approprite terminal degree in the field and who served with distinction in their respective disciplines at a university. The list of experts shall be updated annually by the parties. Each Review Panel shall consist of three individuals drawn at random from the agreed-upon list for that category. If the parties cannot agree upon a list, each party shall designate three (3) experts for inclusion on the list. The AAUP and the university shall share equally the costs of the Review Panels. Panelists shall be asked to endorse letter agreements which set forth the terms of their service, including a commitment to render a final decision within thirty (30) days following receipt of a complaint.

2. Jurisdiction

Each Review Panel shall be empowered to review a Notice of Termination issued to a tenured faculty member on the request of the faculty member. The Review Panel shall determine whether the VPAA, in selecting the particular faculty member for termination, complied with the presumption of seniority and exceptions thereto, as set forth in Section 18.61 or complied with the provisions of Article 18.3 if applicable. Decisions of the Review Panel shall be final and binding with respect to matters within its jurisdiction. The Review Panel shall not disturb genuine academic judgments made in determining programmatic needs.

3. Procedure

The intention of the parties is that a Review Panel shall function in the manner of an academic review body rather than as formal arbitrators. Although each Review Panel shall be charged to render a fair, impartial, and carefully considered decision on the basis of a thorough investigation, it is not expected that it will conduct a formal hearing or observe the strict rules of evidence. Instead, the Review Panel shall be expected to review all written materials submitted to it, interview the complainant and any relevant witneses proffered by him, interview the VPAA and any relevant witnesses proffered by him, and solicit written statements from or appearances by any other persons who, in the opinion of the Review Panel, may provide relevant information. In view of the academic nature of these proceedings, attorneys shall not be permitted to appear on behalf of any party. An affected individual may have academic counsel. The AAUP and the Administration shall be entitled to observe the proceedings.

A single Review Panel shall handle all cases brought to it within its disciplinary category (e.g. Sciences). The Panel shall determine the schedule of appearances.

The Panel must reach a majority decision in each case. No Panel member may abstain if that would result in a tie. The issue in each case is whether the VPAA properly applied the criteria in Section 18.61 or complied with the provisions of Article 18.3, if applicable. If the decision is that he did not, the notice of termination as to that faculty member shall be rescinded.

The Panel's decision shall be in writing and sent to the grievant and the parties. The written decision shall contain sufficient information to provide an understanding of the basis of the Review Panel's determination.

4. Time Lines

A faculty member shall have the right to request a Review Panel by filing his request in writing with the VPAA within fourteen (14) days of the receipt of the Notice of Termination. The VPAA shall promptly convene a Review Panel. The Panel shall promptly commence proceedings. The Review Panel shall render its decision within thirty (30) days following its intial review regarding the complainant. In the event that a panel member is unable to complete service, the Administration will confer with the AAUP and the parties will seek a fair and reasonable solution under the circumstances.

5. The procedural aspects of administering the Review Panel process (e.g. notice to panel members, forwarding faculty member's complaints) shall be the responsibility of the VPAA's office, in consultation with the AAUP.

ARTICLE 19

ASSOCIATION PRIVILEGES

19.1 Information to AAUP.

19.11 During the term of this Agreement, the University shall make available to the AAUP, within a reasonable time after receiving a written request therefor, all information which is relevant and necessary for the administration of this Agreement, the processing of grievances, and the negotiation of subsequent agreements. This provision shall not be construed to require the University to compile information and statisitics in the form requested, if such data are not already compiled in the requested form.

19.12 Within thirty (30) days after receipt of a Memorandum on Appointment or a Letter of Appointment signed by a new member of the bargaining unit, including any member who enters or re-enters the unit from within the University, the University shall provide the AAUP with a copy of the same. In addition, the University shall provide the AAUP, with a copy transmitted to the member, the following information:

Name
Sex
Department
Primary campus
Mailing address
Rank
Academic degrees
Date of birth
Base salary
Effective date and length of appointment
Number of years of prior service credited toward the probationary period of tenure
Number of years in rank in service at another institution or at the University
Any special terms and conditions of appointment.

Where any of the foregoing information is not available at the time the member's Memorandum on or Letter of Appointment is signed, it shall be communicated to the member and to the AAUP as soon as it becomes known to he University.

It is the responsibility of each member of the bargaining unit to communicate any changes in any of the above personal information to the University as soon as possible after the event.

19.13 Within fifteen (15) days after receipt of notice that a member has terminated his appointment at the University for any reason whatsoever, including retirement, disability, or death, the University shall provide the AAUP with the name of such member and the reason given for the termination.

19.14 The University shall forward to the AAUP copies of all notices terminating the employment of members of the unit at the same time as such notices are sent to members.

19.15 The University shall notify the AAUP of any change in the information specified in Article 19.12 regarding any member of the unit within fifteen (15) days after such change is determined.

19.16 The parties agree that an annual compilation of salaries and fringe benefits paid to and in behalf of all members of the bargaining unit is desirable. The University therefore agrees to conduct a study of the feasibility of providing such information, and, if feasible, the parties shall negotiate the manner and timing of its implementation.

19.17 The Vice President for Academic Affairs shall transmit to the AAUP a copy of each proposal or a summary for a new academic department or curriculum received in his office at least two (2) weeks prior to his acting on such proposal.

19.18 The President shall transmit to the AAUP a copy of each recommendation received from the University Senate at least two (2) weeks before action is taken on the recommendation by the President or the Board of Trustees.

19.2 University Facilities and Services.

19.21 The AAUP shall be permitted the use of appropriately designated existing bulletin boards and weekly campus bulletins (newsletters) for the publication of notices pertaining to the conduct of AAUP affairs.

19.22 The AAUP shall be afforded the privilege of scheduling meetings on campus from time to time, providing that appropriate facilities are available. Requests for such space shall follow the regular University procedures.

19.23 The AAUP shall be afforded reasonable use of regular University campus mail services (including pick-up and delivery services consistent with campus distribution patterns) and auxiliary services and materials such as address labels, label affixing, material folding, insertion, etc.

19.24 The AAUP shall be afforded the privilege of contracting for University duplicating, printing, audio-visual, photographic, computer, food services, and such other services as may be contracted for by other campus organizations.

19.25 Any charges regularly assessed campus organizations for the use of any University services or facilities shall be levied against the AAUP when it uses such services or facilities.

19.26 In the event a problem arises concerning the appropriate use of University services or facilities, either the AAUP or the University may call for an immediate conference which shall be held between representatives of the University and the AAUP in an effort to resolve the matter.

19.27 All employees of the AAUP shall be eligible for staff parking decals permitting parking in appropriate lots on all University campuses, subject to University regulations.

19.28 On each campus, the University shall provide the AAUP with an office equipped with a desk, chairs, a lamp and a lockable file cabinet. Each AAUP office shall be equipped with an inter-office phone which shall be listed in the published campus telephone directory. This phone shall have direct dial access to University tie lines and to the local dialing area.

19.3 Faculty Participation in AAUP Activities.

19.31 The parties agree that participation in certain AAUP activities may be considered professional in nature or may constitute service to the University. In considering such activities, the appropriate University bodies shall assess the extent to which each activity may be credited as a professional activity or as University service.

19.32 Faculty members shall be permitted to attend regularly scheduled meetings of the AAUP, or meetings of the AAUP Executive Committee, without penalty, provided that such attendance does not interfere with the discharge of their University responsibilities.

19.4 Check-off of AAUP Dues, Agency Shop Fees and Conscientious Objector Fees.

19.41 The University shall deduct ("check-off") from the salaries of members of the AAUP periodic dues, initiation fees (if any), regularly authorized assessments (if any), and, as of September 1, 1980, agency shop fees or conscientious objector fees from the salaries of non-members of the AAUP, in the amounts prescribed by the

AAUP from time to time, provided that the foregoing shall apply only to faculty who have filed with the University a written authorization for such deductions (see Appendix B1).

19.42 The authorization shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the AAUP not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the authorization or the expiration of this Agreement, whichever shall occur sooner.

19.43 The University shall check-off from each monthly paycheck from September through and including June the amount equal to one-tenth (1/10) of all monies due, and shall remit the receipts to the Treasurer of the AAUP within three (3) weeks thereafter. This provision shall only aply to those faculty members who file the authorization required in Section 19.41 at least two (2) weeks prior to the first required monthly deduction. No faculty member shall be entitled to more than one (1) election per academic year.

19.44 The AAUP assumes full responsibility for the monies so deducted once they have been forwarded to the AAUP.

19.45 The provisions of this section shall be implemented with the pay check of September 15, and shall be based on the authorization provided to the University by the AAUP on or before August 15.

19.5 Agency Shop. All members of the bargaining unit who are not members of the AAUP on September 1, 1980 shall, within thirty (30) days following that date or within thirty (30) days following commencement of employment at the University, whichever comes later, either:

(1) join and maintain membership in good standing in the AAUP; or

(2) commence and maintain payments to the AAUP of the agency shop fee in amounts which are equal to the periodic membership dues and initiation fees (if any) collected from the AAUP membership; or

(3) file a declaration of "conscientious objection" (as defined in Section 19.52) and commence and maintain payments (the "C.O. fee") to the AAUP in an amount equal to the agency shop fee, for disbursement by the AAUP to the University Scholarship Fund.

19.51 Individuals may elect to pay membership dues, fees (if any) and assessments (if any), agency shop fees or C.O. fees through means of check-off by the Administration (see Section 19.4) or by means of direct and timely payment to the AAUP Treasurer.

19.52 For purposes of this Article, "conscientious objection" means a declaration by an individual that he cannot join or financially support any labor organization because of a deeply-held religious or moral conviction. To be effective, a declaration of "conscientious objection" shall be in writing and substantially in the form provided by AAUP for that purpose. (See Appendix B2.)

19.53 The parties recognize that the obligation of all bargaining unit members to pay membership dues and fees, agency shop fees or C.O. fees, whichever is appropriate, is a binding contractual obligation enforceable by the AAUP in a court of law. The parties further agree that, in any action brought by the AAUP to enforce the provisions of this Article against any individual or group of individuals, the AAUP shall be entitled to recover from such individual the full amount of delinquent payments, together with interest thereon calculated from the date or dates on which payments were due and payable at the maximum allowable rate in the State of New Jersey, and the costs and expenses incurred by the AAUP in the collection proceeding, including reasonable attorneys' fees.

19.6 Released Time. The AAUP shall be allocated twenty-one (21) semester contact hours of released time per academic year. The AAUP shall give reasonable notice to the Administration of the manner in which this released time is to be allocated.

ARTICLE 20

MERGER, ACQUISITIONS, AND EXPANSION

20.1 In the event that the University merges or consolidates with or acquires any other educational institution or portion thereof, the full-time faculty member of such educational institution who become employed by the University or the merged or consolidatd entity shall automatically become members of the bargaining unit as described in Article 2 hereof, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.2 In the event of an expansion of the University through the creation of other schools, colleges, or extension programs, the full-time faculty of such schools, colleges, or extension programs shall become members of the bargaining unit herein, provided that the inclusion of such faculty members in this bargaining unit is not in violation of law.

20.3 For purposes of this Article only, "full-time faculty" refers to persons who occupied positions at another educational institution which fall within the scope of the bargaining unit as set forth in Article 2 hereof.

20.4 The parties agree that Article 22 of this Agreement ("Separability") shall not apply in any instance in which a particular unit inclusion referred to in this Article is in violation of law.

ARTICLE 21

MINIMUM TERMS

This Agreement states the minimum terms and conditions for employment or continued employment of a member of the bargaining unit, and the University shall not employ a member on terms less favorable to him than those stated herein without the consent of the affected individual and the AAUP.

ARTICLE 22

SEPARABILITY

In the event that any provision of this Agreement, in whole or in part, is declared to be illegal, void, invalid, or unenforceable by any court of competent jurisdiction or any administrative agency having jurisdiction, all of the remaining terms, conditions and provisions of this Agreement which are not rendered meaningless, inoperable, or ambiguous as a consequence of the declaration shall remain in full force and effect. In that event the parties shall, upon the request of either party, commence immediately to negotiate substitute provisions for all such affected provisions which are as close to the stricken provisions as possible. If the parties do not agree on substitute provisions within thirty (30) calendar days after the request to negotiate, the operation of Article 26 (No Strike - No Lockout) shall be suspended until Agreement on substitute provisions is achieved. Notwithstanding the foregoing, if the legal impediment to the enforcement of the original contract provision(s) is removed during the life of this Agreement, the original provision(s) shall immediately become effective and the substitute provision(s) shall automatically be null and void. In such event, to the extent that it is lawful, any affected provisions involving salary, monetary payments, or pension contributions shall be applied retroactively to the date the impediment arose or to the effective date of this Agreement, whichever is the most current date, and the University shall be entitled to a credit against such retroactive payment for the value of any additional benefits provided under the substitute provision(s).

ARTICLE 23

INTEREST SUCCESSION

All of the terms and conditions of this Agreement shall be binding upon and inure to the benefits of each of the parties hereto and their respective successors and assigns.

ARTICLE 24

DISTRIBUTION OF AGREEMENT

The University shall arrange to reproduce this Agreement in suitable form and with sufficient copies for distribution to all members of the bargaining unit and with an adequate number of additional copies for AAUP use.

ARTICLE 25

RESERVATION OF RIGHTS AND PAST PRACTICES

25.1 Except as otherwise expressly provided in this Agreement, or by law, the University retains and reserves all of the inherent, statutory, regular, and customary powers, rights, and authority, without limitations, which have not been abridged or modified by this Agreement.

25.2 This Agreement shall, by its execution, be incorporated in all Letters of Appointment and Memoranda on Appointment issued to members of the bargaining unit. All rights, claims, privileges, and obligations claimed under this Agreement or under the Letters of Appointment and Memoranda on Appointment, upon acceptance shall be enforceable only through the procedures set forth in this Agreement, including procedures set forth in Section 15.46 hereof.

25.3 Past Practices.

25.31 The parties agree to continue all past practices concerning significant terms and conditions of employment, except as expressly modified by this Agreement.

25.32 As used above, the term "past practice" shall be those practices which have been consistently, openly, and uniformly applied or acknowledged to the entire faculty, to a campus faculty, to a college faculty, to a discipline, or to a faculty rank* within the bargaining unit, within the three (3) years prior to the execution of this Agreement.

25.33 The parties by mutual consent may suspend or otherwise modify any such past practice.

25.34 The parties agree that the University constantly must strive to improve quality in all its components. In these efforts, criteria for promotion, tenure, sabbatical leaves and other faculty responsibilities and expectations have been and must continue to be strengthened.

25.35 Individual members of the bargaining unit who hold written commitments from the University with respect to special pension or retirement benefits shall have such commitments continued, notwithstanding the terms of this Agreement.

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*It is understood, however, that special and individual benefits currently enjoyed by current emeriti which are not expressly modified by this Agreement shall continue but shall not automatically apply to faculty who achieve the emeritus title after execution of this Agreement.

ARTICLE 26

NO STRIKE - NO LOCKOUT

26.1 The AAUP and the University subscribe to the principle that any and all differences under this Agreement be resolved by peaceful and appropriate means without interruption of the University program. The AAUP, therefore, agrees that during the term of this Agreement, it shall not call, authorize, instigate, engage in, support, encourage, or condone any strike, work stoppage, or other concerted refusal to perform work by any of the employees covered by this Agreement. In the event of a breach of this Article, the AAUP agrees to promptly take all reasonable steps to terminate such activities. This Section, if violated, may, at the sole discretion of the University, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiction or in any administrative agency having jurisdiction, or through any combination of these remedies.

26.2 The University agrees, that during the term of this Agreement, it shall not lock-out any or all of the employees covered by this Agreement. This Section, if violated, may, in the sole discretion of the AAUP, be enforced either through the arbitration provisions hereof or by means of an action in any court of competent jurisdiciton or in any administrative agency having jurisdiction, or through any combination of these remedies.

ARTICLE 27

MEET AND DISCUSS COMMITTEE

Representatives of the parties shall confer regularly on matters of interpretation and implementation of this Agreement and on other matters of mutual concern. Such meetings shall normally take place at least once a month during the academic year.

ARTICLE 28

DURATION OF AGREEMENT

28.1 This Agreement shall be effective as of November 5, 1984 and shall expire at 11:59 p.m. on August 31, 1986.

28.2 The parties shall commence negotiations toward modifications of this Agreement no later than April 1, 1986.

FDU COUNCIL OF AAUP CHAPTERS

Friday, January 25, 1985

Dr. Robert H. Donaldson, President
Fairleigh Dickinson University
Rutherford, New Jersey 07070

Dear Dr. Donaldson:

I am pleased to inform you that, in a mail ballot conducted from January 10, 1985, to January 24, 1985, and counted on January 24, 1985, the membership of the Fairleigh Dickinson University Council of American Association of University Professors Chapters ratified the proposed 1984-1986 Agreement.

When the final text of the Agreement has been typed and verified, we will be ready to execute the new Agreement.

Very truly yours,

Ronald S. Strange
Council President

cc: Peter Falley
Thomas Beam
Richard Powers

FAIRLEIGH
DICKINSON
UNIVERSITY

RUTHERFORD CAMPUS

RUTHERFORD, NEW JERSEY 07070
(201) 460-5000

December 11, 1984

Dr. Robert H. Donaldson
President
Fairleigh Dickinson University
Rutherford, New Jersey 07070

Dear Dr. Donaldson:

The members of the Administration negotiating team hereby recommend for ratification by the University, the Agreement negotiated between the University and the Fairleigh Dickinson University Council of American Association of University Professors Chapters.

Very truly yours,

James V. Griffo, Jr.

Michael S. Pincus

Leonard J. Nicolosi

Richard W. Powers

Carol A. Paul

William Zickler

APPENDIX A

DEADLINES FOR FACULTY PERSONNEL DECISIONS

(In the event a deadline date is not a working day, the immediately preceding working day is applicable.)

September 23	Department Chairperson distributes the names of department members subject to or eligible for faculty status review (Section 10.31).
September 30	Department Status Committee (DSC) notifies any additional eligible department members it wishes to consider (Section 10.31).
October 1	Faculty member, if eligible, may request faculty status review and may submit written statement concerning his case, or request withdrawal from consideration (Sections 10.31 and 10.32).
October 1	Faculty members applying for sabbatical leave submit plans, stating dates requested (Section 6.15).
October 7	Department Chairperson forwards preliminary recommendations to Department Status Committee (DSC), except for renewal of faculty eligible for first-year review (Section 10.31).
October 15	Department Chairperson transmits to College Dean (with copy to each affected faculty member) departmental recommendations on renewal of faculty eligible for second-year review and on sabbatical leave requests (Sections 10.36 and 10.39).
October 25	Faculty members eligible for second-year review and sabbatical leave applicants may submit additional statement (Section 10.39).
November 1	Department Chairperson transmits to College Dean (with copy to each affected faculty member) departmental recommendations on all promotions and on renewal or tenure of faculty members eligible for third or more year review (Sections 10.36 and 10.39).
November 1	College Dean submits to CFSC preliminary recommendations on renewals of faculty going through their second-year review and sabbatical leave requests (Paragraph 11.22(c)).
November 11	Faculty members eligible for third or more year review may submit additional statements (Section 10.39).

November 15	College Dean submits to CFSC preliminary recommendations on all promotions and on renewal or tenure of faculty members going through third or more year review (Paragraph 11.22(c)).
November 15	CFSC makes recommendations on renewals of faculty going through second-year review and sabbatical leave applicants (Paragraph 11.22 (i)).
November 22	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department and the CFSC) college recommendations on renewals of faculty going through second-year review (Paragraph 11.22 (j)).
November 22	Faculty members eligible for first-year review may submit written statements (Section 10.32).
December 2	Department Chairperson forwards to Department Status Committee (DSC) preliminary recommendations on faculty members eligible for first-year review (Section 10.31).
December 2	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on sabbatical leave applications (Paragraph 11.22 (j)).
December 16	Vice President for Academic Affairs notifies faculty going through second-year review of his decision on renewal (Paragraph 8.33 (c) and Section 8.41).
December 16	Department Chairperson forwards to College Dean (with copy to each affected faculty member) departmental recommendations on renewals of faculty going through first-year review (Sections 10.36 and 10.39).
December 20	Faculty eligible for first-year review may submit additional statements (Section 10.39).
January 6	Vice President for Academic Affairs notifies sabbatical leave applicants of his decision.
January 15	CFSC makes recommendations on all promotions and on renewal or tenure of faculty members going through third or more year review (Paragraph 11.22 (i)).
January 15	College Dean submits to CFSC preliminary recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (c)).

February 3	CFSC makes recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (j)).
February 3	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on all promotions and on renewal or tenure of faculty going through third or more year review (Paragraph 11.22 (j)).
February 10	College Dean submits to Vice President for Academic Affairs (with copy to each affected faculty member, the appropriate department, and the CFSC) college recommendations on renewals of faculty going through first-year review (Paragraph 11.22 (j)).
March 3	Vice President for Academic Affairs notifies faculty going through first-year review of his decision on renewal (Paragraph 8.33 (c) and Section 8.41).
March 14	Vice President for Academic Affairs notifies faculty members of his decisions on promotions and on renewal or tenure of faculty going through third or more year review (Paragraph 8.33 (c) and Section 8.41).
March 31	For new faculty members who were appointed after the fourteenth day of the Fall Academic Semester of the current academic year, the Vice President for Academic Affairs notifies these faculty members of his decisions on renewal for the next academic year (Paragraph 10.31 (d)).

In cases which require departmental reconsideration (Paragraph 11.22 (f)) and/or reconciliation of disagreement between the CFSC and College Dean (Paragraph 11.22 (p)), subsequent deadlines shall be extended by a period not to exceed two (2) weeks.

APPENDIX A (continued)

DEADLINES FOR FACULTY PERSONNEL DECISIONS

(Sequence by Categories)

	1st Year Review	2nd Year Review	All Promotions and Renewals or Tenure of 3rd Year Review or More	Sabbatical Leaves
Chairperson to Faculty	September 23	September 23	September 23	September 23
DSC to Faculty			September 30	
Faculty to Chairperson and DSC (additional document)	November 22	October 1	October 1	October 1
Chairperson to DSC (Preliminary)	December 2	October 7	October 7	October 7
Department to Dean	December 16	October 15	November 1	October 15
Faculty to CFSC (additional document)	December 20	October 25	November 11	October 25
Dean to CFSC (Preliminary)	January 15	November 1	November 15	November 1
CFSC to Dean	February 3	November 15	January 15	November 15
Dean to Vice President for Academic Affairs	February 10	November 22	February 3	December 2
Vice President for Academic Affairs to Faculty	March 3	December 16	March 14	January 6

Notes: 1. In the event a deadline date is not a working day, the immediately preceding working day is applicable.

2. If department reconsideration and/or reconciliation of CFSC and Dean recommendations is necessary, appropriate subsequent deadlines shall be extended by a period not to exceed two (2) weeks.

APPENDIX B1

AUTHORIZATION FOR PAYROLL DEDUCTION FOR

FDU COUNCIL OF AAUP CHAPTERS DUES, AGENCY SHOP FEE,

OR CONSCIENTIOUS OBJECTOR FEE

I hereby authorize and request Fairleigh Dickinson University to deduct from ten (10) of my gross regular monthly base contract salary payments for each academic year a sum equal to one (1/10) of my

[ ] AAUP Dues

[ ] Agency Shop Fee

[ ] Conscientious Objector Fee

as prescribed by the AAUP pursuant to Article 19.41 of the Agreement. I further authorize and request the University to remit such dues and fees to the Council at such times and in such manner as may be agreed upon by Fairleigh Dickinson University and the Council, at any time while this authorization is in effect.

I hereby waive rights and claims for said monies paid in accordance with this authorization.

This authorization shall be deemed renewed from year to year unless revoked in accordance with Section 19.42 of the Collective Bargaining Agreement, which reads as follows:

> The authorization shall be effective and irrevocable for a period of one (1) year from the date of its execution or until the expiration of this Agreement, whichever occurs sooner, unless written notice of revocation is given to the University and the Council not more than thirty (30) days prior to the expiration of one (1) year from the date of execution of the authorization or the expiration of this Agreement, whichever shall occur sooner.

NAME AND SOC. SEC. NO. CAMPUS, COLLEGE, AND DEPARTMENT

HOME ADDRESS SIGNATURE AND DATE

CITY, STATE, ZIP

APPENDIX B2

DECLARATION OF CONSCIENTIOUS OBJECTION

I hereby declare that I have read Section 19.5 of the Agreement and I further declare that I "cannot join or financially support any labor organization because of a deeply held religious or moral conviction." In support of this conviction I submit the following personal statement: (attach additional sheets if necessary.)

I agree to commence and maintain payments to the AAUP in an amount equal to the agency shop fee, for disbursement by the AAUP to the University Scholarship Fund.

NAME _____ CAMPUS, COLLEGE, AND DEPARTMENT _____

DATE _____ SIGNATURE _____

APPENDIX C

SCHOOL OF DENTISTRY GOVERNANCE

For purposes of governance in the School of Dentistry, the provisions in this Appendix shall modify the referenced Sections of Articles 10 and 11 of this Agreement.

C1. Designation of Department Chairpersons (Section 10.6.)

Section 10.61 shall be modified as follows:

The decision to recruit a chairperson from within the School of Dentistry or to conduct a "mixed" search shall be a joint decision of the College Faculty Status Committee and the Dean. In the event of a disagreement, the Vice President for Academic Affairs or his designee shall make a final determination.

If, at the end of a chairperson's regular term, the College Faculty Status Committee and the Dean jointly decide that the chairperson is to be reappointed, that decision shall be final. In the event of a disagreement, the Vice President for Academic Affairs or his designee shall make a final determination.

Since the School of Dentistry has several small departments, it is not feasible, in many cases, to conduct a search for a new chairperson within the Department; therefore, except in the case of an incumbent chairperson being reappointed as described above, chairpersons in the School of Dentistry shall be selected through a search and screen procedure to be conducted by a Search and Screen Committee composed in the following manner:

(a) If the chairperson being sought is for a Clinical Science Department, the elected Committee shall consist of: two (2) full-time Clinical Science faculty members, one of whom shall be from the department being considered; one (1) full-time Basic Science faculty member; two (2) chairpersons from related clinical disciplines; one (1) part-time faculty member from the department being considered; one (1) part-time faculty member from a related discipline; one (1) student.

(b) If the chairperson being sought is for a Basic Science Department, the elected Committee shall consist of: two (2) full-time Basic Science faculty members, one of whom shall be from the department being considered; one (1) full-time Clinical Science faculty member; two (2) chairpersons from related Basic Science disciplines; one (1) student.

In the selection process, the provisions of Sections 10.63 and 10.64 shall apply, except that all references to the "department" shall be interpreted as references to the "Search and Screen Committee" described above.

Section 10.65 shall not apply. The provisions of Sections 10.66 and 10.67 shall apply to the School of Dentistry, except that all references to the "department" in Section 10.67 shall be interpreted as references to the "College Faculty Status Committee."

C2. The College Faculty Status Committee (Section 11.2.)

Section 11.2 shall apply to the School of Dentistry.

C3. The College Educational Planning Committee (Section 11.3.)

Paragraphs (a) and (b) of Section 11.21 shall be modified for the School of Dentistry to read as follows:

(a) In the School of Dentistry, the CEPC shall be composed of six (6) full-time members of the School faculty exclusive of the liaison members and two (2) students. Department Chairpersons are not eligible for election to the CEPC.

(b) Three (3) members of the CEPC shall be from the Clinical Science faculty, and two (2) members from the Basic Science faculty, with no more than one (1) person from any one department, and one member from the Department of Dental Hygiene.

(c) There shall be a Chairperson's Forum consisting of all department chairs in the School of Dentistry which will serve as an advisory body to the Dean. There shall be one department chairperson elected by the chairs to serve in a liaison capacity, with vote, as a member of the CEPC.

All other provisions of Section 11.3 shall apply to the School of Dentistry without change.

C4. Search and Screen Committee for the Dean of the School of Dentistry (Section 14.1.)

The composition of the Search and Screen Committee for the Dean of the School of Dentistry shall be as follows:

(a) Two (2) full-time faculty members from the Clinical Sciences, one of whom shall hold the rank of Associate Professor or above. These members shall not be department chairpersons and shall be elected by the full-time faculty according to procedures of Section 14.2.

(b) One (1) full-time member from the Basic Sciences, who shall not be a department chairperson, to be elected by the full-time faculty in accordance with the procedures of Section 14.2.

(c) One (1) full-time chairperson from the Clinical Sciences to be elected by the full-time chairpersons according to the procedures of Section 14.2.

(d) One (1) full-time chairperson from the Basic Sciences to be elected by full-time chairpersons in accordance with the procedures of Section 14.2.

(e) Two (2) part-time faculty members, each of whom shall have a minimum prior service record at the School of Dentistry of seven (7) years, one of whom may be a department chairperson. They shall be selected by the part-time faculty.

(f) One (1) student from the School of Dentistry to be selected by student body of the School of Dentistry.

(g) One (1) School of Dentistry alumnus to be selected by the Alumni Association of the School of Dentistry.

(h) One (1) administrator appointed by the Vice President for Academic Affairs.

C5. During the Fall and Spring semesters, faculty in the School of Dentistry shall not be required to teach clinic sessions during reading days, examination periods and Intersessions without appropriate compensation (Section 4.53.)

APPENDIX D

DREYFUSS COLLEGE GOVERNANCE

The governance of Dreyfuss College shall continue in accordance with present practice, except as specifically modified upon the consent of both parties, and except as provided below:

The College Faculty Status Committee (Section 11.2).

The CFSC for Dreyfuss College shall be composed as follows:

Three (3) faculty members selected from and by the CFSC of the College of Arts and Sciences at Florham/Madison.

Two (2) Florham/Madison faculty members selected from and by the Florham/Madison members of the CFSC of the College of Business Administration.

One (1) Florham/Madison faculty member selected from and by the Florham/Madison members of the CFSC of the College of Education.

One (1) student from Dreyfuss College.

APPENDIX E

EDWARD WILLIAMS COLLEGE GOVERNANCE

For the purposes of governance in Edward Williams College, the provisions in this Appendix shall modify the referenced Sections of Articles 10, 11 and 14 of this Agreement.

E1. Department Chairperson (Section 10.7).

The College Dean shall also fulfill the duties of department chairperson for Edward Williams College. However, in situations of dispute between the faculty and the College Dean in matters related to the chairperson's duties, appeals may be made to the Campus Provost by the faculty.

E2. Recommendations in Personnel Matters (Sections 10.31 and 10.36).

There shall be no preliminary or final chairperson's recommendation in personnel matters in Edward Williams College.

E3. Department Status Committee (DSC) (Section 10.2).

The Committee shall be constituted according to the procedures in Section 10.2. Discipline and junior-senior faculty distribution shall not be required. No member of the Department Status Committee (DSC) may serve on the CFSC. All faculty members of the Department Status Committee (DSC) shall be elected by the faculty of Edward Williams College, the election to be conducted by the Nominations and Balloting Committee of Edward Williams College. The regular and alternate student members of the Committee shall be in their second year at Edward Williams College and shall be elected by the students of the College.

E4. College Policy Committee (Sections 10.1, 11.3, and 11.4).

All full-time faculty members of Edward Williams College and two (2) students shall serve on the College Policy Committee, which shall combine the policy functions of the DPC, and the functions of the CEPC and the CCCC as defined for the other colleges of the University. The Dean shall serve on the College Policy Committee in an ex-officio, non-voting capacity and shall make separate recommendations on appropriate matters. The student members of the Committee shall be in their second year at Edward Williams College and shall be elected by the students of the College.

E5. College Faculty Status Committee (Section 11.2).

The CFSC of Edward Williams College shall be composed as follows:

(a) Two (2) faculty members who are members of the CFSC's of other Colleges. They shall be elected from among the faculty members on the named committees by the faculty of Edward Williams College. Their terms of office on the CFSC of Edward Williams College shall coincide with their terms of office on the CFSC's of their respective colleges.

(b) Five (5) faculty members from Edward Williams College, at least three (3) of whom shall be tenured Professors or Associate Professors, elected by the faculty of Edward Williams College for staggered three (3) year terms.

(c) One (1) student who shall be in his second year at Edward Williams College and who shall have a GPA of not less than 3.0 and who shall be elected by the students of the college.

E6. Nominations and Balloting Committee (Section 14.2).

The Nominations and Balloting Committee of Edward Williams College shall consist of three (3) full-time faculty members of the College.

APPENDIX F

FACULTY ACTIVITY SUMMARY

Name: Date Prepared:
Home Address:
Telephone Number:
Department:
College:
Campus:

I. Teaching Experience. Indicate by * those positions that were not on a tenure track. List Fairleigh Dickinson University positions first, then other institutions. Indicate ranks held and dates of appointment, promotion, and award of tenure.

II. Education.

A. List degrees earned institutions, areas of specialization, and dates.

B. List formal education in progress indicating institution, area of specialization, degree, and date of expected completion of degree program.

C. List other relevant educational experiences (training ses- sions, workshops, institutes, special programs, seminars, etc.). Indicate institutions, dates, and nature of educa- tional experience.

III. Past Professional Experience. (in addition to teaching experience; e.g., consultantships, research, industrial and governmental positions, etc.). List experiences and dates.

IV. Publications and other Creative Activity.

A. Scholarly publications (list titles, publication or publisher, dates.

B. Other publications; e.g., newspaper and magazine articles (list titles, publication, dates).

C. Other creative activity; e.g., musical compositions, paintings.

V. Ongoing Research or other Creative Activity.

VI. Service at Fairleigh Dickinson University. List activity and dates.

A. University.

B. Campus.

C. College.

D. Department.

VII. Professional Activities.

A. Membership in learned and professional societies and fraternities. List offices held and dates, committee memberships and dates.

B. Honors and Awards. Describe, providing dates.

C. Other activities (professional and civic). Describe, providing dates.

VIII. Courses Taught. Indicate by * new course development. List ourse title, department, and dates.

A. Courses at Fairleigh Dickinson University.

B. Courses at other institutions of higher education.

IX. Current Non-University Employment. (Reference: Agreement, Sections 7.81, 7.82)

A. Teaching at other institutions. List institutions, number of hours, and dates.

B. Other employment. List institutions or firms, number of hours, and dates.

X. Dates of all Sabbatical Leaves at Fairleigh Dickinson University.

XI. Special or Miscellaneous Assignments or Activities. (Advising, Student Activities, etc.)

XII. Other Relevant Information. (Including community service.)

APPENDIX G

FAIRLEIGH DICKINSON UNIERSITY

Request for Sabbatical Leave

Name: Rank: Date:

Department: College: Campus:

Number of Years at Fairleigh Dickinson University: _____

Sabbatical for _____ 1st Semester [ ] 2nd Semester [ ]
Academic Year

Dates of Previous Sabbaticals: _____
(Attach copies of previous Sabbatical requests and reports)

Sabbatical Project: (Spell out in some detail and attach supplementary material if necessary.)

Work already done on above project:

Does your project involve travel? _____

If so, where? For what? For how long?

List what you consider the resultant benefits of the Sabbatical

to you professionally:

to your teaching:

to your Department:

to the University:

How will your teaching load be covered during your absence?

To be answered by Department Chairperson:

How will the applicant's teaching load be covered during the leave?

Attach a written statement and supplementary material if additional space is needed or if exhibits will help the reader understand the merits of your application.

APPENDIX H

PUBLIC ADMINISTRATION INSTITUTE

The Institute for Public Administration is an academic unit of the University which operates under this Agreement with exceptions as noted below:

H1. Departmental Governance (Article 10).

The PAI will operate as a department in accordance with Article 10 except that Sections 10.6 and 10.7 do not apply.

The PAI will be headed by a director, selected as described in Section H5, below. For governance of the PAI, the director shall also act in the capacity of Department Chairperson according to the provisions of Article 10.

H2. College Faculty Status Committee (Section 11.2).

H2.1 The CEPC for the PAI shall be composed as follows:

2 full-time faculty members elected from and by the full-time faculty of the PAI. These members shall be excluded from serving on the DSC.

2 tenured faculty members from different departments of COBA.

2 tenured faculty members, one from COAS-F-M and one from COLA-R-T-H.

1 student elected from and by the PAI student body.

H2.2 The non-PAI faculty members shall be elected in the respective College elections (Section 14.2). The PAI shall be permitted to make nominations for the COBA, COAS, and COLA members by memo the respective Nominations and Balloting Committees. Any ties in the elections of these faculty members shall be broken by vote of the PAI faculty.

H3. College Educational Planning Committee (Section 11.3).

H3.1 The CEPC of the PAI shall be composed as follows:

All full-time faculty members of the PAI.

1 full-time faculty member from COBA.

1 full-time faculty member from COAS-F-M.

1 full-time faculty member from COSE-R-T-H.

1 student elected from and by the PAI student body.

H3.2 The non-PAI members of the CEPC shall be elected in the same manner as specified in H2.2 above.

H4. College Committee on Courses and Curricula.

The CCCC of the PAI shall be a sub-committee of the CEPC.

H5. Search and Screen - Director PAI (Section 14.15).

The CEPC of the PAI with the addition of the administrator to be appointed by the VPAA shall act as a Search and Screen Committee for the selection of the Director of the PAI.

H6 The Director of the PAI will report to the VPAA or his designee. The CEPC and the CCCC of the PAI will recommend to the VPAA or his designee through the Director. If it becomes necessary to convene a formal resolution of differences meeting (Section 11.22 (p), the VPAA shall designate an administrator who was not previously involved in the case for purposes of that meeting.

APPENDIX J

INSTITUTE FOR HOTEL AND RESTAURANT MANAGEMENT (IHRM)

The Institute for Hotel and Restaurant Management is an academic unit of the University which operates under this Agreement with exceptions as noted below:

J1. The IHRM will operated as a department in accordance with the provisions of Article 10 except that Sections 10.6 and 10.7 do not apply.

The IHRM shall be headed by a Director, selected as described in Section J5, below. For governance of the IHRM, the Director shall also act in the capacity of Department Chairperson according to the provisions of Article 10.

J2. College Faculty Status Committee (Section 11.2)

J2.1 The CFSC of the IHRM shall be composed as follows:

2 full-time faculty members elected from and by the full-time faculty of the IHRM. These members shall be excluded from serving on the DSC.

2 tenured faculty members from different departments of COBA

2 tenured faculty members, one from COAS-F-M and one from COLA-R-T-H.

1 student elected from any by the IHRM student body.

J2.2 The non-IHRM faculty members shall be elected in the respective College elections (Section 14.2). The IHRM shall be permitted to make nominations for the COBA, COAS, and COLA members by memo to the respective Nominations and Balloting Committees. Any ties in the elections of these members shall be broken by vote of the IHRM faculty.

J3. College Educational Planning Committee (Section 11.3).

J3.1 The CEPC of the IHRM shall be composed as follows:

All the full-time faculty of the IHRM plus four (4) additional full-time faculty members, one each from COBA, COAS-F-M, COLA-R-T-H, and COSE-R-T and one (1) student elected from and by the IHRM student body.

J3.2 The non-IHRM members of the CEPC shall be elected in the same manner at specified in J2.2 above.

J4. College Committee on Courses and Curricula.

The CCCC of the IHRM shall be sub-committee of the CEPC.

J5. Search and Screen-Director of the IHRM (Section 14.15).

The CEOC of the IHRM with the addition of an administrator to be appointed by the VPAA shall act as a Search and Screen Committee for the selection of the Director of the IHRM.

J6. The Director of the IHRM will report to the VPAA or his designee. The CEOC and the CCCC of the IHRM will recommend to the VPAA or his designee through the Director. If it becomes necessary to convene a formal resolution of differences meeting (Section 11.22 (p), the VPAA shall designate an administrator who was not previously involved in the case for purposes of that meeting.

APPENDIX K

SIDE-AGREEMENTS

K.1 Buyout

The parties recognize that the University has been subject to unusual financial stress and that such condition is not forecast to be relieved in the near future. While the University regards a buyout program as a desirable means for reducing tenured faculty in overstaffing situations, it must also take into account the financial burdens of such a program. The University is not in a position to make an extended commitment to underwrite such a program. It will however agree that for reduction in force involving tenured faculty in overstaffed disciplines undertaken on or before August 31, 1986, the buyout will be offered under the same conditions that the program used in the Fall of 1984. Appropriate adjustment in dates shall be established by the Administration after consultation with the MAD Committee. Undertaking a reduction in force means issuing a notice of buyout opportunity in overstaffed disciplines and the process thereafter as described in the buyout proposal dated 11/28/84. In that event, the faculty member's base salary for 1984-85 will be the basis for calculating "two times (2X) the member's current base salary." At the conclusion of this commitment, August 31, 1986, which coincides with the length of the proposed Agreement, the buyout plan will cease to exist except for any buyout program then in process.

K.2 Selection of Impartial Chair

The Parties agree to make a good faith effort to select a mutually acceptable individual to serve as Impartial Chair.. Absent agreement upon this selection by 5:00 p.m., January 4, 1985, the parties may establish a new deadline by mutual consent or the parties shall jointly invoke the selection process of the American Arbitration Association, under AAA Voluntary Labor Rule 12, directing the AAA to forward a panel of arbitrators knowledgeable in matters of higher education. Failure to reach agreement following any proper extension of the above deadline shall permit either party to require a selection through the AAA process.

K.3 Buyout Plan

The University deems it desirable and appropriate to provide maximum flexibility for faculty to leave the employ of the University during a time of declining enrollments. Therefore, this Buy-Out Plan ("the Plan") has been designed to foster intellectual renewal within the University; to provide flexibility to meet emerging needs; to serve as a sensible and fair way to reduce the size of the faculty; and to provide increased opportunities for the faculty and administration to meet their mutual goals.

Participation in the Plan is totally voluntary and no eligible faculty member shall be discriminated against in any way or by any means if he does not elect to participate in the Plan. Participation in the Plan requires that faculty members who elect it will voluntarily relinquish their tenure rights.

I. First Notice of Buy-Out Opportunity

On or about October 8, 1984, the Administration will give a First Notice of Buy-out Opportunity to those faculty members in department/disciplines where overstaffing exists or is projected to exist for the academic year 1985-86. Upon receipt of such notice, interested faculty members may apply for a Buy-Out, subject to the requirements of paragraph III (A) below.

II. General Notice of Overstaffing

A. The Administration will notify those faculty members in departments/disciplines where overstaffing exists or is projected to exist for the academic year succeeding the notice period for termination. This notice of overstaffing will include the approximate number of positions to be reduced within the affected unit. To the extent reasonable and prudent, the notice will specify specific academic areas, programs or sub-disciplines where reductions are expected to take place.

B. The Administration agrees that no General Notice of Overstaffing will be issued prior to November 1, 1984.

C. The Administration agrees that involuntary termination notices will not be issued prior to January 16, 1985.

III. Buy-Outs

A. Eligibility and Limitations

1. Any tenured faculty member who at the time of application is assigned to a department/discipline which has received a First Notice of Buy-Out opportunity or a General Notice of Overstaffing may apply. Applications must be in writing and must be received by the Vice President for Administration before December 3, 1984. Following the application's approval under the conditions recited below, a memorandum of agreement will be prepared and presented to the faculty member. To be effective, such memorandum of agreement must be executed by the faculty member no later than December 13, 1984. Otherwise the application shall be regarded as disapproved, and any offer of a Buy-Out previously made shall be withdrawn.

2. The Administration shall review the application under III (A) (1) above to determine a) what impact the approval of the application will have on the academic program and b) whether the projected cost of replacement will, when compared with the cost of the Buy-Out, result in no financial gain to the University. The application may be rejected if its approval would impair the academic program or result in no financial gain to the University within two years.

3. The application may be rejected if its approval would negate the requirement that a faculty member, concluding sabbatical leave, must remain in the employ of the University for a period equal to the duration of the sabbatical leave just completed.

4. The application may be rejected if the faculty member applies after other faculty members have applied from within the department/discipline and if approval would reduce personnel below the level required, as determined by the Administration. Alternatively, the Buy-Out may be offered, with the financial value reduced in recognition of projected replacement cost.

5. Rejection of an application under the above limitations is not reviewable under grievance or arbitration provisions.

B. Benefits

Tenured faculty members eligible under Section III (A) may apply for Buy-Out effective either January 15, 1985 or August 15, 1985. If the application is received before December 3, 1984 and meets the eligibility requirements and limitations recited in Section III (A) above, it will be approved. The following benefits shall apply within the categories below:

1. Those whose resignation is effective January 15, 1985 are entitled to receive a sum equaling two times (2X) the member's current base salary, with the sum to be distributed, at the member's option, over a period not to exceed five (5) years from the date of resignation. The University will provide at its cost Blue Cross, medical/surgical and major medical insurance coverage for the member for the two year period immediately following the member's resignation. Employee Tuition Grant (ETG) will be granted to the member's spouse/dependent(s) enrolled at Fairleigh Dickinson University at the time of the member's resignation. Such grant(s) shall continue until the spouse/dependent(s) completes the program enrolled in.

2. Those whose resignation is effective August 15, 1985 are entitled to receive a sum equaling two times (2X) the member's current base salary, with the sum to be distributed, at the member's option, over a period not to exceed five (5) years from the date of resignation. The member may purchase at his cost, through the University's group plans, Blue Cross, medical/surgical and/or major medical insurance coverage for a period not to exceed five years. EIG will be granted to the member's spouse/dependent(s) enrolled at FDU at the time of the member's resignation. Such grant(s) shall continue until the spouse/dependent(s) completes the program enrolled in.

C. Tenured Faculty Receiving Notice of Termination

Tenured faculty receiving notice of termination may elect to apply for a buyout. Those applying within 15 days of receipt of a notice of termination are entitled to receive a sum equaling two times (2X) the member's current base salary, with the sum to be distributed, at the member's option, over a period not to exceed five (5) years from the date of resignation, if effective immediately. Tenured faculty receiving notice of termination and who have not applied for Buy-Out during the 15 day period above may elect to apply for a Buy-Out during the next 45 days (ending 60 days from receipt of notice of termination). Those applying in this period are entitled to receive a sum equaling one point six (1.6X) the member's current base salary, with the sum to be distributed, at the member's option, over a period not to exceed five (5) years from the date of resignation, if effective immediately.

To the extent that any portion of the 60/90 day periods referred to above extend into non-pay periods (e.g. July/August for faculty on 10 month contracts), the member will not be financially prejudiced thereby.

D. General Conditions

1. The University will provide a professional outplacement service to enhance alternative employment opportunities for any member whose Buy-Out application has been approved.

2. If the faculty member dies prior to completion of the salary distribution period elected by the member, the remaining payments shall be made as scheduled to the beneficiary designated by the member, or in the absence of such designation, to the member's estate.

3. There shall be no pyramiding of benefits under this plan. For example, a member cannot obtain benefits under both parts B and C above. Conversely, the election of a Buy-Out will not prejudice a member who would be entitled to additional benefits in the case of early retirement.

4. The university's obligation to provide at its cost Blue Cross, medical/surgical and major medical insurance coverage ceases if the resigning faculty member obtains the same or similar coverage elsewhere.

5. Following resignation under a Buy-Out arrangement, the faculty member will continue to enjoy the library privileges at FDU, as if he/she were an active faculty member.

6. It is understood that faculty members executing a Buy-Out agreement have the right to obtain immediate or subsequent employment elsewhere so long as such does not interfere with the member's responsibilities to the University prior to resignation.

7. Each Buy-Out arrangement will be documented in a written agreement to be executed by the member and the University.

8. It is understood that those faculty members who elect a Buy-Out are eligible to apply for part-time teaching at the University, under the conditions, including compensation, which normally apply to part-time instructors.

9. Any other tenured faculty member who has not received a notice of termination or general notice of overstaffing may apply for a Buy-Out arrangement. The University shall have the sole and unreviewable discretion to grant or deny such application.

APPENDIX L

DEPARTMENT CHAIRPERSONS

L.1. PREAMBLE.

The parties agree that the Department Chairperson is a full-time faculty member who is appointed by the College Dean, in consultation with the department according to the procedures of Section 10.6 of the Agreement, to carry out certain departmental administrative functions as detailed here and in Section 10.7 and elsewhere in the Agreement, and to serve as the departmental leader who advocates, within the department, the highest levels of academic scholarship and integrity and professional responsibility.

L.2. Summary of Principal Duties and Responsibilities.

L.2.1 Minimum Responsibilities. The minimum responsibilites as described in Secions 10.71 and 10.72 of the Agreement are hereby incorporated in this document. In addition, upon execution by the parties in the MAD Committee according to the provisions of Section 10.74(a) and (b) and Article 27 of the Agreement, the terms of this document are hereby incorporated as part of the Agreement.

L.22 In addition, the Department Chairperson shall:

L.2.2(a) coordinate the day and evening activities of the department to ensure that the advising and counseling needs of both day and evening students are met.

L.2.2(b) coordinate the participation of full-time faculty in registration/academic counseling and advising periods as scheduled in the academic calendar for both day and evening students. The Chairperson shall be responsible for assigning advisors and making available the appropriate academic records, including copies of permanent record cards and check sheets, of all student majors in the department. To this end, the appropriate administrative offices in charge of those records shall provide access to and/or copies of those records consonant with law and University policy.

L.2.2(c) ensure adequate faculty coverage of all regristation periods and orientation programs during the summer months. If the Chairperson is on vacation during any such periods, he will coordinate adequate faculty coverage.

L.2.2(d) coordinate schedules and policies for academic review of student records (e, g., for purposes of student probation, suspension, etc.) consonant with department, college, and University Policy.

L.2.2(e) participate with the College Dean, other appropriate University officials, and department faculty in the development of gifts, grants, and research support from government and private sources.

L.2.2(f) participate with the College Dean and other appropriate University officials in "marketing" of academic programs and in student recruitment and retention efforts.

L.2.2(g) when requested, be responsible for departmental representation in facilities planning, renovation, or construction.

L.2.2(h) prepare an annual report under guidelines to be established in consultation with the College Dean, CEPC, and fellow chairpersons.

L.2.2(i) review departmental course enrollments each semester and make recommendations regarding future course offerings, scheduling, and staffing to the DPC and to the College Dean.

L.2.2(j) assume reasonable responsibility for the maintenance and security of departmental equipment and furnishings and report the theft or loss of such equipment in a timely fashion according to University policy.

L.2.2(k) consonant with University personnel policy, supervise and evaluate department clerical and other support staff.

L.2.2(l) pursuant to University personnel policy and the provisions of Section 10.5 and in consultation with the DSC, supervise and coordinate the interview and evaluation of part-time faculty in the department.

L.3. Conditions

L.3.1 Chairpersons shall be compensated with summer stipends or pro-rate salary overrides according to the table in Section L.4.1, below. Chairpersons, Deputy Chairpersons, and other faculty members receiving departmental administrative released time are expected to devote the number of hours per week to administrative activities during the academic year and during the summer months

as indicated on the table in Section L.4.1, below. Chairpersons on twelve (12) month appointments shall each have a one month vacation which shall be scheduled in consultation with the College Dean and will usually be taken in the summer months. Chairpersons on twelve (12) month appointments are to devote the equivalent of five days per week to teaching, scholarly activities, administrative duties, committee meetings, etc. Time to pursue consulting is permissible with prior approval of the College Dean.

L.3.2 During the period from spring commencement to the first day of the fall semester the expectation of work days is in the table in Section L.4.1, below.

L.3.3 Chairpersons of departments with less than 1000 students enrollments may teach only two courses in the summer except in emergency situations with the approval of the College Dean. These Chairpersons shall be compensated for such teaching at the regular rates for summer teaching or, subject to the approval of the College Dean, may use such teaching in lieu of basic teaching load during the regular academic year. When no qualified full-time faculty members are available to teach a course, Chairperson on twelve (12) month appointments may teach in the summer without additional compensation.

L.4. Released time and Compensation.

L.4.1 Table of Released Time and Compensation.

0 - 499	1.5	3.0	4.5	7.2	$1000
500 - 999	3.0	6.0	9.0	9.0	10.5 mo
1000 - 1499	6.0*	12.0	18.0	36	12 mo
1500 - 2000	7.5*	15.0	22.5	36	12 mo
over 2000	7.5* + 3.0**	15.0 + 6.0**	31.5	36	13 mo

*Chairpersons of multi-campus departments as well as departments with an extensive number of part-time faculty and technical staff may request additional released time through the College Dean and the VPAA.

**These hours are to be assigned to a Deputy Chairperson. See also Section L.4.4.

L.4.2 The amount of released time for departmental administration for those departments in which released time is not embraced with the overall schedule of compensation shall be based on the number of registered students in sections taught by the department during the previous fall semester according to the table in Section L.4.1.

L.4.3 No Chairperson can take more than nine (9) contact hours, in any one semester, or fifteen (15) in any one year, of released time which was allocated to the department for Chairperson's duties. The remainder of any released time assigned to the department may be distributed to members of the department who are full-time faculty to assist in these duties.

L.4.4 Where 13 month contracts are indicated, the additional month of compensation is to be assigned to one or more Deputy Chairpersons to act as Department Chairperson while the Department Chairperson is on vacation.

L.4.5 The College of Science and Engineering will implement the terms of this document beginning on July 1, 1985. The other colleges of the University will implement the terms beginning on September 1, 1985.

L.4.6 Notwithstanding the provisions of Section L.4.5, Department Chairpersons in departments with 500 or more student enrollments and who are not in the College of Science and Engineering shall receive summer stipends in the amount of $500 for the first summer session and $750 for the second summer session of 1985.

Ronald Strange	Richard W. Powers
(signed)	(signed)
AAUP Council President	Vice President for Administration

It is agreed that this agreement supercedes and replaces Section 7.63 of the current Agreement bewteen FDU and the AAUP.